

TOWN OF FORT FRANCES

Operations and Facilities Executive Committee

AGENDA - October 20, 2021, 8:30 AM

MEETING - Civic Centre

Session #013

Join Microsoft Teams Meeting

+ 1 807 791 5975 Canada, Thunder Bay (Toll)

Conference ID: 685 814 303#

Page

1. **Call to Order**
2. **Disclosure of pecuniary interest and the general nature thereof**
3. **Approval of Previous Committee Minutes**
 - 3.1 Minutes from the previous meeting on October 6, 2021 2 - 4
4. **New Business**
 - 4.1 Enter Into An Agreement with Honeywell Process Solutions 5 - 13
 - 4.2 Update of the Winter Control Policy 14 - 49
 - 4.3 2021 Review of the Winter Control Parking Ban 50 - 52
5. **Information**
 - 5.1 Operations and Facilities Division - Public Works Area - Operations Statistics - June 2021 53 - 56
 - 5.2 Operations and Facilities Division - Public Works Area - Operations Statistics - July 2021 57 - 60
 - 5.3 Operations and Facilities Division - Public Works Area - Operations Statistics - August 2021 61 - 64
 - 5.4 Fort Frances Wastewater Treatment Facility September 2021 Monthly Report 65 - 72
6. **Adjourn / Next Meeting Date**

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #012

October 6, 2021

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday October 6, 2021 from 8:30 a.m. to 9:07 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, Faisal Anwar, CAO, Craig Miller (8:30 a.m. to 9:07 a.m. and Randy Thoms (8:30 a.m. to 9:07 a.m.))

1 Call to Order/Roll Call

1.1 The meeting was called to order at 8:30 a.m.

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on September 8, 2021 - the minutes from the previous meeting were approved as circulated.

4 New Business

4.1 Award of Tender 21-OF-15 - Memorial Sports Centre New Tile Flooring - the administration report was approved as presented.

4.2 2022/2023 Connecting Link Program - Scott Street - the administration report was approved as presented.

4.3 2022/2023 Connecting Link Program - Kings Highway 11/71 Pit Road 2 to Oakwood Road - the administration report was approved as presented.

4.4 Award of Tender 21-OF-14 Supply and Delivery of One New Plow/U-Body Sand Truck - the tender was approved as presented.

4.5 September 2021 Drinking Water Systems Monthly Summary Report - the Monthly Summary Report was approved and amended.

- 4.6 Adoption of a Harmful Algae Bloom Monitoring Procedure - the administration report was approved as amended.
- 4.7 Entering into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario for Investing in Canada Infrastructure Fund COVID Stream - the administration report was approved as presented.
- 4.8 Award of Tender 21-OF-12 - Supply and Delivery of One New Municipal Parks Tractor with Attachments - the tender report was approved as presented.

5 Information

- 5.1 Fort Frances Wastewater Treatment Facility August 2021 Monthly Report - the Fort Frances Wastewater Treatment Facility report for August 2021 was received and will be forwarded to Council as information only. No action required.
- 5.2 Operations and Facilities Division - Environmental Area - Operations Statistics - September 2021 - the Environmental Operational Stats for September 2021 were received and will be forwarded to Council as information only. No action required.
- 5.3 Environmental Statistics 2021 - the statistics were received and will be forwarded to Council as information only. No action required.
- 5.4 Airport Statistics as of September 30, 2021 - the Airport Statistics were received and will be forwarded to Council as information only. No action required.
- 5.5 Sewer and Water Data updated October 1, 2021 - the Sewer and Water data was received and will be forwarded to Council as information only. No action required.
- 5.6 Tonnage at the Landfill Site updated October 4, 2021 - the Landfill stats were received and will be forwarded to Council as information only. No action required.

6 Adjourn / Next Meeting Date

- 6.1 Meeting adjourned at 9:07 a.m.

Next meeting October 20, 2021

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

October 20, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Enter Into an agreement with Honeywell Process Solutions

Late in 2020 the Town purchased a new Honeywell FieldSense water meter reading, mapping and troubleshooting device and related software. Attached to this report is an agreement with Honeywell for the software licensing related to this device.

The Water Distribution operators and IT Manager have been working to get the unit setup and complete some training on the device to be sure they know how to use it properly. Honeywell had neglected to send the licensing agreement at the time of purchase and realized that as we are working on other matters relating to HVAC.

It is the recommendation of the Operations and Facilities Executive Committee to enter into a Master Field Sense Agreement with Honeywell Process Solutions and further that a by-law be passed to authorize the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a Master Field Sense Agreement with Honeywell Process Solutions and further that a by-law be passed to authorize the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Manager of Operations and Facilities

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)



THIS Master Agreement, ("Agreement") made this _____ day of July, 2021 (the "Effective Date") by and between Elster Solutions, LLC a Honeywell company and a Delaware limited liability company, with offices located at 2101 City West Blvd, Houston, TX 77042 ("ELSTER" or "Honeywell") and **Town of Fort Frances, with offices at 320 Portage Avenue, Fort Frances, ON, (Public Works Dept.)**, ("Town" or "Buyer"). Elster and Town may be referred to individually as a "Party" or collectively as the "Parties."

The following document(s) together with this document comprise a single contractual arrangement between Buyer and Elster for the purchase and use of the items described herein, and their terms thereof shall replace any prior versions of these documents currently in place among the Parties:

1. HPS- Sales Terms and Conditions
2. HPS -Sales Terms and Conditions Addendum 1: Supplemental Terms
3. Software License Agreement
4. Software License Addendum 1: Supplemental Terms
5. Software Maintenance Agreement - Standard
6. FieldSense Agreement
7. Pricing

Any notice, demand or communication in connection with this Agreement, shall be in writing and may be delivered by hand or by first class postal service addressed to the recipient at its registered office or principal business address, and marked for the attention of the following individuals:

For Honeywell: Jennifer Phan, General Counsel
 2101 CityWest Blvd
 Houston, TX 77042
 email: Jennifer.Phan@Honeywell.com

For Buyer: Name/Title
 Address:

IN WITNESS, WHEREOF, the Parties have executed this Agreement in duplicate counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

ELSTER SOLUTIONS, LLC

BUYER:

Town of Frances

Signature:

Name: Robert Henes
Title: Commercial Manager
Date: _____

Signature:

Name: _____
Title: _____
Date: _____

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)

Honeywell

HPS- Sales Terms and Conditions (Exhibit 1)

Honeywell Process Solutions-Smart Energy- Elster Solutions, LLC
Sales Terms and Conditions
(United States of America – English)

Honeywell

1. GENERAL DEFINITIONS

- 1.1. **"Affiliate"** means any entity that controls, is controlled by, or is under common control with, another entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity. The term Affiliate includes, among other entities, subsidiaries.
- 1.2. **"Agreement"** means the written agreement, including these Sales Terms and Conditions and any addendum to them ("Addendum") together with relevant Orders, made between Buyer and Honeywell for the Deliverables.
- 1.3. **"Buyer"** means the entity issuing an Order.
- 1.4. **"Buyer Personal Data"** means Personal Data received by Honeywell from or on behalf of Buyer in connection with Honeywell's performance of its obligations under the Order as more particularly described in this Agreement.
- 1.5. **"Deliverables"** means equipment and parts (collectively **"Products"**), services (**"Services"**) and Software, each supplied or licensed by Honeywell to Buyer under an Order.
- 1.6. **"Honeywell"** means Elster Solutions, LLC or, the Honeywell International Inc. Affiliate that accepts the Order.
- 1.7. **"Order"** means a Buyer purchase order accepted by Honeywell.
- 1.8. **"Party"** means Honeywell or Buyer and **"Parties"** means both.
- 1.9. **"Personal Data"** means the definition in the EU General Data Protection Legislation (GDPR) (Regulation (EU) 2016/679) regardless of the applicable privacy laws.
- 1.10. **"Software"** means software (in any form, including as a service) and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under the Agreement or a separate agreement.

2. DELIVERY AND ACCEPTANCE

- 2.1. Delivery terms are EX-Works (INCOTERMS 2010) Honeywell's facility. Title to Products passes to Buyer when Honeywell places Products at Buyer's disposal at Honeywell's facility. Buyer grants Honeywell a security interest in Products until paid in full, subject to applicable law. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery. Honeywell will, at its option, repair, replace, or re-perform rejected Deliverables.
- 2.2. If a delivery hereunder is delayed due to Buyer's actions or inaction, Honeywell may extend delivery time equal to the length of such delay and shall be entitled to receive compensation for reasonable costs incurred by Honeywell resulting from such delay.
- 2.3. Honeywell will invoice handling costs, including for additional storage and logistics, if Buyer does not take delivery within 30 days after Honeywell sends written notice to Buyer that the Deliverables are available for delivery.

3. PAYMENT

- 3.1. Buyer will pay invoices within 30 days from the date of invoice to the account specified by Honeywell with immediately available funds through electronic transfer. Honeywell may submit invoices electronically. Payment must be made in U.S. currency unless agreed otherwise in the Order.
- 3.2. Buyer must provide the following remittance information when making a payment: (a) invoice number, (b) amount paid. Payment must be in accordance with the "Remit To" field on each invoice. If remittance information is missing, Honeywell will invoice service fee of \$ 500 for each such occurrence.
- 3.3. Honeywell may make partial deliveries that will be invoiced as they are delivered.
- 3.4. Honeywell may also increase price and recover associated costs, for the following that occur between the date of the Order and delivery: (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, and (e) increases in costs of industrial metals as published by the London Metal Exchange (<https://www.lme.com>)
- 3.5. If Buyer pays late, Honeywell may: (a) suspend deliveries until all delinquent amounts and late interest, if any, are paid, (b) repossess Products or software for which payment has not been made, (c) charge interest for non-payment at lesser of 1.5 % per month for each full or partial month or the maximum legal rate available under governing law, (d) recover all costs of collection, including but not limited to reasonable attorneys' fees, and (e) combine any of the above rights and remedies as may be permitted by applicable law.

- 3.6. If Buyer does not dispute an invoice within 15 days after invoice date, Buyer has waived the right to do so. Honeywell reserves the right to correct any inaccurate invoices.

- 3.7. Buyer may pay by following credit cards: Visa, MasterCard or American Express. Honeywell accepts credit card payment only if the credit card is charged on the same day Honeywell invoices Buyer or before the date of the Honeywell invoice.

- 3.8. Buyer may not set off invoiced amounts against sums that are due from Honeywell. Honeywell extends credit only if Buyer maintains acceptable credit standing.

4. TAXES

Honeywell invoices for taxes, duties and charges, which are Buyer's responsibility, unless Buyer provides acceptable exemption verification.

5. FORCE MAJEURE AND DELAY

Except payment obligations, neither Party is liable for failure to meet its obligations affected by a force majeure event. If performance is so delayed longer than 90 days, either Party can terminate the Order with notice. If Buyer causes delay, Honeywell is entitled to adjust price, schedule and other affected terms.

6. WARRANTIES

- 6.1. Honeywell warrants Honeywell Products comply with applicable Honeywell specifications and are free from material defects in workmanship and material for 12 months after date of delivery, and Services materially comply with defined requirements for 30 days from the date services are performed. Third party warranties, if any, are transferred to Buyer to the extent Honeywell has the right to transfer. Honeywell will, at its option, repair or replace defective Products, if returned to Honeywell within the warranty period, and re-perform defective Services if notified to Honeywell during the warranty period. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer.

- 6.2. Honeywell is not, and will not be, liable for defects attributable to: (a) non compliance with Honeywell's instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, abuse, or negligence, or (d) damage caused by failure of any item or service not supplied by Honeywell.

- 6.3. WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE REMEDIES IN THIS SECTION ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF HONEYWELL RELATED TO THE ORDER WILL IN NO CASE EXCEED THE LESSER OF THE INITIAL ORDER PRICE OR US \$1,000,000. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.

8. PATENT AND COPYRIGHT INDEMNITY

- 8.1. Honeywell will defend any suit against Buyer claiming that a Deliverable infringes a valid United States patent or copyright existing as of the Agreement effective date and will indemnify Buyer for any final judgment against Buyer resulting from the suit provided Buyer: (a) gives Honeywell prompt notice when Buyer becomes aware of a third-party claim, (b) gives complete authority and assistance (at Honeywell expense) for disposition of the claim, and (c) makes no prejudicial admission about the claim.
- 8.2. Honeywell has no liability, and Buyer will indemnify Honeywell for claims related to: (a) Deliverables supplied per Buyer designs, drawings or specifications, (b) Deliverables used other than for the purpose for which they were delivered, (c) combining a Deliverable with a product or software not supplied by Honeywell, (d) modification of a Deliverable by anyone other than Honeywell, (e) compromise or settlement made without written Honeywell consent, or (f) Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Honeywell has no liability for Buyer's costs or attorney fees.
- 8.3. If an infringement claim is made or is likely, Honeywell may at its option and expense: (a) procure the right for Buyer to continue using the Deliverable, (b) modify the Deliverable to be non-infringing, or (c) accept return of the Deliverable (and terminate Buyer's applicable software license) and credit Buyer

HPS -Sales Terms and Conditions Addendum 1: Supplemental Terms (Exhibit 2)

(United States of America – English)

Honeywell

Capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements, between the Parties.

1. SUPPLEMENTAL TERMS RELATED TO WARRANTIES

1.1 Goods Warranty

Honeywell warrants that goods shall be delivered free of defects in material and workmanship. The warranty remedy period for goods shall end:

- (a) For meters and modules: twelve (12) months after date of shipment.
- (b) For handheld meter reading units: sixty (60) months after date of shipment.
- (c) For belt clips and optical probes: twenty-four (24) months after date of shipment.
- (d) For all other "goods" including gatekeepers, routers, repeaters, AGI nodes, mobile interrogators, VIDs: twelve (12) months after date of shipment.

All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

1.2 Goods Remedy

If a nonconformity to the foregoing warranty is discovered in the goods during the applicable warranty remedy period under normal and proper use, and provided the goods have been properly stored, installed, operated and maintained (Buyer to provide proper records), and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) repair or replace the nonconforming portion of the goods, or (ii) refund the portion of the price applicable to the nonconforming portion of goods.

1.3 Services Warranty

Honeywell warrants that services shall be performed in a good and workmanlike manner. The warranty remedy period for services shall end ninety (90) days after the date of completion of services.

1.4 Services Remedy

If a nonconformity to the foregoing warranty is discovered in the services during the applicable warranty remedy period, and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) re-perform the nonconforming services or (ii) refund the portion of the price applicable to the nonconforming portion of the services.

1.5 Water and Gas Module Battery Warranty (to the extent applicable to this purchase)

Honeywell warrants that the water and gas module batteries shall be delivered free of defects in material and workmanship. The Module Battery warranty period shall be twenty (20) years after date of shipment.

1.6 Water and Gas Module Battery Remedy (to the extent applicable to this purchase)

If a warranted battery nonconformity is discovered in the Modules during the first 10 years from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed, operated and maintained (Buyer to provide proper records), and the nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell shall, at its sole option, either (i) repair or replace the nonconforming portion of the Module, or (ii) refund the portion of the price applicable to the nonconforming portion, less a prorated benefit the Modules have provided. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

If a warranted battery nonconformity is discovered in the Modules in years 11 through 20 from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed,

operated and maintained (Buyer to provide proper records), and the battery nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell's sole obligation will be to provide Buyer with a discount on substantially equivalent replacement product at a prorated percentage, applied towards the published list prices in effect in the year the product is determined to be nonconforming, as determined by Honeywell through RMA, in accordance with the following schedule:

Years	Discount off of List Price
1–10	Does Not Apply
11	50%
12	45%
13	40%
14	35%
15	30%
16	25%
17	20%
18	15%
19	10%
20	5%

1.7 Additional Warranties

Notwithstanding the foregoing, certain warranties may be provided under the System License Agreement, the System Maintenance Agreement and the Handheld Unit Maintenance Agreement, but any such warranties are subject to the terms thereof and do not apply to the goods and services warranted in this Section.

1.8 Warranty Returns

For warranty returns of Honeywell manufactured products, Buyer will pay freight to Honeywell point of manufacture. Honeywell will provide all freight charges for return of repaired or replaced items from its factory. After expiration of the warranty period, Buyer is responsible for payment of any support or maintenance agreements for computer hardware and/or third party software used in the system.

1.9 Exceptions

In no event, shall Honeywell be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at Buyer's risk and expense. Honeywell shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; (iv) have been used in a manner contrary to Honeywell's instructions; or (v) are comprised of materials provided by or a design specified by Buyer.

Honeywell makes no system performance guarantees and offers no warranties as to the operation, function or performance of unapproved WAN solutions. Honeywell assumes no responsibility and offers no warranty for system components impacted by the use of unapproved WAN solutions. Use of unapproved WAN solutions nullifies all stated system performance guarantees.

The foregoing warranties are exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied, and all other warranties including any implied warranties of merchantability or fitness for a particular purpose, non-infringement or usage of trade are hereby disclaimed. The remedies stated herein constitute Buyer's exclusive remedies and Honeywell's entire liability for any breach of warranty. Notwithstanding the foregoing, goods and equipment manufactured by others and supplied by Honeywell, are warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer ("third party warranties"). For avoidance of doubt, third party

Software License Agreement (“SLA” - Exhibit 3)
SOFTWARE LICENSE

1. **Agreement.** The specific software for which you have contracted and licensed (the “**Software**”) will be identified in a print or electronic document identified as “proposal”, “order”, “agreement” or similar name (the “**Order Form**”). Order Forms identify each transaction’s contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements, or policies and references to Order Form includes such documents. The Order Form together with this software license (the “**Software License**”) form a single contract (the “**Agreement**”).
2. **Parties.** “Honeywell”, “we”, “us” or “our” means Honeywell International Inc. or Affiliate(s) who execute or assent to the Order Form. “You” or “your” means collectively the other entities executing or assenting to the Order Form. “Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.
3. **License.** Subject to your payment of the fees set out in the Order Form, and strict compliance with the terms of this Agreement, we grant you a restricted, personal, limited, nontransferable, nonexclusive license, without right of sublicense, to use the Software, including any updates, upgrades, error corrections, changes or revisions to the same provided by Honeywell, and the related documentation for such Software (the “**Documentation**”), in each case solely for your internal business purposes and solely by the number of authorized users and in accordance with any limitation on scope or use in the Order Form (the “**Use Rights**”). You may not use or allow use of the Software for processing data of any person or entity other than you or your Affiliates except as agreed by us in writing. The Software license granted is effective on the date you first download, install or use the Software, and continues for the duration specified in the Order Form.
4. **Acceptable use.** You may not without our prior written consent: (a) copy (except for backup purposes), modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer in any manner the Software or any license rights; (b) use the Software for other than for the Use Rights; (c) create derivative or merged works of the Software or separate the component parts of the Software; (d) input, upload, transmit or otherwise provide to or through the Software, any unlawful, injurious or malicious information, materials or code; (e) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons regarding the Software; (f) alter or remove any proprietary rights notices or legends on or in the Software; (g) use our trademarks, service mark, logos; (h) access or use or allow direct or indirect access or use of the Software for development, provision or use of a competing software service or product; (i) disclose any source code of which you become aware; or (j) disclose keys required to use the Software to any third party, except as explicitly provided for herein or circumvent any license management, security devices, access logs, or other software protection measures or modify, tamper with, reverse engineer, reverse compile or disassemble keys. Upon use of a new software key, you will not use the old key. You will not allow or enable a third party to engage in any of the foregoing. Any violation of the restrictions set forth in this Section shall constitute a breach of your Use Rights under this Agreement. There may be measures in the Software to prevent unlicensed or illegal use of the Software.
5. **Third-Party Use.** Except as stated in this License, you may not without our prior written consent, permit third parties to use the Software, except you may permit Affiliates and service providers (including data center or cloud providers) to access the Software solely for the purpose of providing services to you for your Use Rights and provided that you bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions.
6. **Support.** Unless agreed otherwise in writing, we do not provide any support, maintenance, installation or training. You may purchase ongoing software maintenance and support and related services from us for mutually agreed fees. You are responsible for selection of the Software and proper installation and use including verifying the results obtained from use and taking appropriate measures to prevent loss or theft of data. We are not responsible for any injury or damage to any persons or property resulting from the use by you of the Software. You will take precautions, establish procedures and post notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Software. We are not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.
7. **3rd Party Licenses.** We may use open source software (“OSS”) and to the extent required by the licenses covering OSS, the terms of such licenses will apply to OSS in lieu of this Agreement. To the extent the licenses applicable to OSS: (i) prohibit any restriction with respect to such OSS, such restriction will not apply to such OSS; and (ii) require us to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. If required by our written contract with them, certain of our licensors are third party beneficiaries of the Agreement.
8. **Termination.** We may terminate immediately upon notice if you breach your obligations, including your Use Rights, engage in conduct that infringes our IPR or if you are insolvent, attempt to obtain protection from creditors or wind down operations. Upon termination or expiration you must immediately stop use of Software and return, destroy or delete, as directed by us, all copies of Software and associated keys and the license to the Software ends.

Software License Agreement Addendum 1: Supplemental Terms (Exhibit 4)

**HCE Software License Addendum 1: Supplemental Terms
(United States of America – English)**

Capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements, between the Parties.

SUPPLEMENTAL TERMS RELATED TO CONNEXO SOFTWARE LICENSE AND FEES:

1. CONNEXO SYSTEM LICENSE FEE STRUCTURE

1.1 Connexo license fees are determined by the size of the deployment (number of endpoints) and the features selected. For Netsense the base license fee includes the cost of the software, firmware, middleware, database and other third-party application software built into the Connexo application. For Insight, FieldSense and Route Manager, the base license fee includes the cost of the software, middleware, and other third-party application software built into the Connexo application. Base license fees and incremental license fees are invoiced after completing Connexo installation and onsite training. If the total number of AMI / AMR devices increase beyond the limits of the assigned tier, Buyer must upgrade to a higher tier and corresponding upgrade, backup and test system fees apply. Honeywell will conduct quarterly audits to determine if additional license fees are due. Any additional fees due will be invoiced following the audit with payment due thirty (30) days from the date of invoice and as provided in the EULA. No credit will be given following quarterly audits reflecting fewer meters on the system.

1.2 Applicable to Netsense, Insight, Route Manager and FieldSense, the Connexo system configuration depends on the size, and needs of the Buyer and includes the Connexo software with support for the following AMI/AMR devices: (a) Connexo/EnergyAxis residential electric endpoints, (b) Connexo/EnergyAxis commercial and industrial electricity endpoints, (c) Connexo/EnergyAxis Gatekeepers or Routers and (d) Connexo/EnergyAxis repeaters.

1.3 Applicable to Netsense only, each system includes two instances; one for production and one which may be used for back-up or test. Additional backup and test systems are available at incremental license fees.

1.4 Applicable to Netsense, Insight, Route Manager and FieldSense, the system tiers are based on size of deployment, beginning from 5,000 endpoints up to millions of endpoints.

1.5 Applicable to Netsense, Insight, Route Manager and FieldSense, the volume packs may be added to system tiers to achieve the desired quantity of endpoints.

1.6 Applicable to Netsense only, each system includes a license for AxisDetect, a geospatial tool which provides the topology of the AMI network and graphical network management functions to client end-users. Associated license fees for Google Maps are also included.

1.7 Applicable to Netsense and Insight only, the license fee is for the current version of the Software only, and does not include upgrades of the Software for Major Releases (defined herein). Major Release is a software upgrade that includes a significant functional change and are identified by a change in the whole number of the Application version number (i.e., 2.0.0 to 3.0.0). Software upgrade fees may apply in accordance with the Software Maintenance Agreement between the parties.

2. ADDITIONAL/OPTIONAL LICENSE FEES

Optional licenses are available for Honeywell supported Network Devices (defined herein below). Fees are based on the endpoints associated with each optional license. A Network Device is an individual appliance, component or peripheral from which the Buyer collects and analyzes data using the Software.

2.1 Street Lighting Nodes (applicable to Netsense only)

2.2 Water Modules: The Water option includes a site license, and one instance and installation of Route Manager, the software required to install and configure EA_Water modules and create marriage files, and setup and maintain data collection routes (applicable to Netsense only). Additional instances of Route Manager may be installed at a fee.

2.3 Gas Modules: The Gas option includes a site license, and one instance and installation of Route Manager, the software required to install and configure EA Gas modules, and create marriage files, and setup and maintain collection routes. (applicable to Netsense only) Additional instances of Route Manager may be installed at a fee.

2.4 Third party meters (applicable to Netsense only)

2.5 Home Area Network (HAN) Devices (applicable to Netsense only)

2.6 Distribution Automation Devices. (applicable to Netsense only)

2.7 Wide Area Network (WAN) Enabled Meters. (applicable to Netsense only)

2.8 Applicable to Netsense, Insight, Route Manager and FieldSense, optional Features and Interfaces: Honeywell reserves the right to commercialize new features, endpoints and interfaces as optional add-ons to the base system features. Additional license fees may apply unless the feature or interface was part of the contractual scope jointly agreed between Honeywell and the Buyer.

2.9 System Expansion and Project Implementation Services: System expansions and project implementation services to deploy the Connexo system can be provided on time and material (T&M) basis, to be furnished upon request at the then-current rates.

2.10 Applicable to Netsense, VM Option: Honeywell provides, as a free of charge option, a pre-installed virtual machine image (VM) of the Connexo System for use in hosting the application in a VM environment. If the Buyer selects this option, the Buyer shall be responsible for any third party VM software, the support services of such hardware, or third-party hosting services fees

3. ORACLE LICENSE

Netsense, FieldSense and Insight (applicable to Insight only if the Buyer chooses the internal database option) may include source code that Oracle has provided as part of its standard programs. The terms of such licenses shall be governed by this Agreement.

4. LICENSED SOFTWARE APPLICATIONS:

Connexo Software Applications: (mark all those that apply)

Connexo Netsense: ____

Connexo Insight: ____

Connexo FieldSense: ____

Route Manager: ____

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)

Honeywell

Software Maintenance Agreement – Standard (Exhibit 5)

Honeywell Process Solutions – Smart Energy – Elster Solutions, LLC
HPS Software Maintenance Agreement – Standard
(United States of America – English)

Honeywell

Honeywell will provide system maintenance services ("System Maintenance Services" or "SMA") for the Software licensed to Buyer pursuant to that certain HCE Software License Agreement ("License") between the parties. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements between the parties.

1. DEFINITIONS

- 1.1 **"Error"** means either: (a) a material nonconformity to the then-current applicable specifications; or a defect which materially impairs use; or (b) a defect which materially impairs use.
- 1.2 **"Casual Consulting"** means telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including: (a) general support regarding proper utilization of the applicable Software (b) assistance with Buyer's user documentation and technical manuals provided with the Program, and (c) guidance on the Program's intended, normal use.
- 1.3 **"Firmware Functional Upgrades"** means a Firmware Functional Upgrade that includes significant functional changes. Firmware Functional Upgrades are typically identified by a change in the first number of the firmware version number (e.g., 2.0 to 3.0). Firmware Functional Upgrades may incur an upgrade fee and/or hardware change as determined by Honeywell.
- 1.4 **"Firmware Maintenance Updates"** means the Firmware Maintenance Updates that are primarily bug fixes. Minor functionality changes may also be included. Maintenance Updates are typically identified by a change in the second decimal of the firmware version number (e.g., 2.0 to 2.1).
- 1.5 **"Firmware Updates"** include gatekeeper and endpoint node updates (REX, A3 NIC, water module, gas module, etc.) for application firmware and/or radio firmware, and will be applied by Honeywell as required. Firmware Updates are categorized as Firmware Functional Upgrades and Firmware Maintenance Updates.
- 1.6 **"Maintenance Release"** is a Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Releases are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.0 to 2.2.1). Maintenance Releases are released as needed, typically 3 to 6 months apart.
- 1.7 **"Major Release"** is a software upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0 to 3.0.0). Software upgrade fees apply to Major Releases at a rate of up to twenty percent (20%) of Major Releases list price.
- 1.8 **"Minor Release"** means a Software Update that includes small functional changes. Minor releases are identified by a change in the first of the Application version number (i.e., 2.2.0.0 to 2.3.0.0) releases occur as needed to meet individual product market needs.
- 1.9 **"Patch"** means software patches that include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.0 to 2.2.2.1). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.
- 1.10 **"Route Manager Updates"** include one software update per year per instance of Route Manager. Support services include upgrade for one instance of Route Manager. If Honeywell is required to update multiple instances of Route Manager, additional service fees will apply.
- 1.11 **"Software Updates"** means the Major Releases, Minor Releases, Maintenance Releases and Patches included in the Support Services under this Agreement.
- 1.12 **"Technical Support"** means support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including: (a) Technical assistance specific to the operation of the Program, (b) Diagnosis and troubleshooting (c) Attempted replication of errors reported by Buyer. Honeywell shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error., (d) Remote installation of the applicable Program and Software/Firmware Updates, and (e) Over the Air (OTA) upgrades of Connexio network devices, meters and nodes, or upgradeable devices.

2. SUPPORT SERVICES

- 2.1 Support Services shall consist of Software Updates, Route Manager Updates, Firmware Updates, including Firmware Functional Upgrades and Firmware Maintenance Updates, as defined herein in Section 1.
- 2.2 Software Updates include distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD. Updates apply to the Software and modules originally licensed. Honeywell will specify any third party Software that Buyer is required to have for each Software Upgrade. To the extent Software Updates contain new third party Software, Buyer agrees to comply with all license terms associated with such software. Honeywell shall notify Buyer of new third Party Software when Software Updates are distributed, and Buyer's installation and use of Software Updates shall be deemed Buyer's acceptance of Third Party Software license terms, and Buyer's agreement to be bound by such license terms. To the extent Third Party Software license terms are inconsistent with the terms of the License, third Party Software license terms

shall control with respect to the third Party Software.

- 2.3 Support Services are available for the latest commercially released version of the Program (N), and for the previous commercially released version of the program (N-1) with limited support for N-2 versions and older. With each new release of the Program, the version purchased by the Buyer will age by (-1). Versions N and N-1 are fully supported. Version N-2 signifies the Program has reached end of life, and system support is limited to emergency recovery for Severity 1 issues. Honeywell will not provide security or functional updates for commercially released versions of N-2 and older. If Buyer continues to use an N-2 or older version of software, Buyer is responsible for taking measures to reduce the security risk, including but not limited to limiting network access and physical access to the system. N-2 systems are subject to standard SMA fees plus a 30% adder. Version N-3 and older signify the Program has reached end of life and system support is limited to emergency recovery for Severity 1 issues if possible. If recovery is not possible, Buyer must upgrade its Program to continue operation. N-3 and older systems are subject to standard SMA fees, plus a 30% adder, plus a per-call hourly support fee of \$500.
- 2.4 The goal of Support is to identify and remedy defects or malfunctions in the Software causing them to fail to perform in accordance with the agreed specifications and documentation ("Problems"). Honeywell may make new versions of the Software available containing material upgrades, updates, or enhancements or new features and functionality, as well as any interim combination of incremental or cumulative patches or fixes ("Updates") concurrently for all customers.

3. LEVELS OF SUPPORT

Honeywell offers the following levels of Support:

- 3.1 **9X5 Support-** Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, per customer specific time zone, including US Eastern, US Central, US Mountain and US Pacific time zones as applicable except for Honeywell holidays.
- 3.2 **12X7 Support-** Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM US Eastern, including Honeywell holidays. Alternate hours are available for an additional fee.
- 3.3 **24X7 Support-** Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM US Eastern and technical support 8:00 PM – 8:00 AM US Eastern, including Honeywell holidays.
- 3.4 **Emergency On-Site Support-** Available for a Severity 1 issues, as defined in Section 4, that occur outside of contracted support hours for customers on 9x5 or 12x7 support plans. Emergency support excludes upgrades and other requests made solely for the business convenience of the Buyer. Emergency on call support is available 7 days a week, including Honeywell holidays. Emergency calls are directed to a Honeywell support representative. If the support representative is unavailable to accept the call, callers will be directed to voice mail, and Honeywell's support representative will return the call within one (1) hour of receipt. Returned calls will be charged per fees described in Section 8.2 herein for Emergency On-Call Support.
- 3.5 Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect Honeywell's availability schedule will be communicated to the Buyer as soon as reasonably possible. Alternate hours are available for an additional fee Buyer's Selected Support.
- 3.6 **Buyer's Selected Support Level:** [Enter support level listed in Pricing]

4. SEVERITY OF BUYER CASES AND RESOLUTION TIMES

4.1 Severity

Honeywell will assign to each Problem properly reported (a "Reported Problem") a tracking ID and will prioritize, manage and respond to it based upon severity as described below.

Level	Definition
Severity 1	The entire Software system is unusable, operational use has been suspended, and no workarounds have yet been identified.
Severity 2	The Software system is usable, however, a serious problem exists that is repeatedly adversely impacting usage without an acceptable workaround
Severity 3	The Software system has a problem that does not have a significant impact on the function or business process. An alternative solution or acceptable workaround exists.
Severity 4	Product feature inquiry or minor problem that has minimal or no impact to operations.

4.3

- 4.4 **Response.** Measurement of response time begins when we log a Reported Problem. Problems received outside Support Hours may be answered by an answering service and we may log them at the beginning of the next business day. We provide limited coverage outside of Support Hours but will work towards resolution of Severity 1 cases to the extent resources are available. For Severity 1 & Severity 2 issues, you must initiate a

FieldSense Agreement (Exhibit 6)
Honeywell Process Solutions- Elster Solutions, LLC
FieldSense Agreement
(United States of America – English)

This FieldSense Agreement is governed by the HPS Sales Terms and Conditions, by and between Buyer and Honeywell, as well as the MeterSense License Agreement defined herein. In the event of any conflict between this FieldSense Agreement, the HPS Sales Terms and Conditions and any other Addenda, the terms and conditions of this FieldSense Agreement shall prevail with respect to the subject matter hereof. Capitalized terms used in this FieldSense Agreement and not otherwise defined have the meanings given to them in the respective Agreement or Addenda.

1. PURPOSE

This Agreement establishes a commitment between Honeywell and Buyer for the provision and system support for a FieldSense offering where Honeywell provides software and support needed to run the FieldSense system. This Agreement clarifies the responsibilities of each Party and the support and maintenance provided with the FieldSense system.

2. DEFINITIONS

- 2.1 **"Casual Consulting"** means telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including: (a) General support regarding proper utilization of the applicable Software; (b) Assistance with Honeywell's user documentation and technical manuals provided with the Program, and (c) Guidance on the Program's intended, normal use.
- 2.2 **"Error"** shall mean either: (a) a material nonconformity to the then-current applicable specifications; or (b) a defect which materially impairs use.
- 2.3 **"Maintenance Release"** is a Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Upgrades are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.2.0 to 2.2.3.0). Maintenance Upgrades are released as needed, typically 3 to 6 months apart.
- 2.4 **"Major Release"** – is a Software Upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0.0 to 3.0.0.0).
- 2.5 **"MeterSense Software"** means the Metercat software that is part of Connexo FieldSense and is being licensed to Buyer for Buyer's use pursuant to the terms and conditions of the Metersense License Agreement.
- 2.6 **"MeterSense License Agreement"** means the end-user license agreement for MeterSense Software that the Buyer is required to accept for any use, connection to, and/or access to the FieldSense system. The Buyer accepts by the MeterSense Software by clicking the "I ACCEPT" button or installing or using the MeterSense Software.
- 2.7 **"Minor Release"** – is a Software Update that includes small functional changes. Minor releases are identified by a change in the first decimal of the Application version number (i.e., 2.2.0.0 to 2.3.0.0). Minor releases occur as needed to meet individual product market needs.
- 2.8 **"Patch"** is a Software Patches include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.2 to 2.2.2.3). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.
- 2.9 **"Technical Support"** means support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including: (a) Technical assistance specific to the operation of the FieldSense system; (b) Diagnosis and troubleshooting; (c) Attempted replication of Errors reported by Buyer. Honeywell shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error and (d) Remote installation of the applicable Software.
- 2.10 **"Software Updates"** means the Major Releases, Minor Releases, Maintenance Releases and Patches included in the FieldSense Support Services under this Agreement. Software Updates include either by remote or hard-copy distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD.

3. FIELDSENSE SUPPORT SERVICES

For the term of the FieldSense Agreement, Honeywell will provide to Buyer, Casual Consulting and Technical Support for the FieldSense system, this includes Software Updates, Patches, Minor Releases, Major Releases and Maintenance Releases of the MeterSense Software.

FieldSense Support Services are available for the latest commercially released version of the MeterSense Software (N), and for the previous commercially released version of the Software (N-1). With each new release of the Software, the version purchased by Buyer will age by (-1). Versions N and N-1 are fully supported. Version N-2 signifies the MeterSense Software has reached end of life, and system support will be limited to Severity 1 issues defined herein below while allowing Buyer time to complete Software upgrades. Version N-3 signifies the MeterSense Software has reached end of life support, and thus no longer supported by Honeywell. Honeywell has no liability, and Buyer agrees to indemnify Honeywell for claims related to Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Buyer must upgrade its Software to continue system support. The Parties may amend this FieldSense Agreement to add additional modules licensed by Buyer, subject to additional Fees and terms. Honeywell reserves the right to commercialize uniquely new

features, endpoints and interfaces as optional add-ons to its base system features. Additional system maintenance fees may apply unless the feature or interface is part of a contractual scope jointly agreed to by the Parties. Support and maintenance of third-party software, such as the computer operating system, must be obtained from the supplier and is the responsibility of Buyer. Honeywell will provide support for embedded software within the Connexo FieldSense Software, subject to third-Party support terms to which Honeywell is a party.

4. TERM AND RENEWAL OF THIS AGREEMENT

The term of this FieldSense Agreement shall commence upon the installation, downloading, access or other use of the Metersense Software and shall continue for successive one year periods, which shall automatically renew (each year a "Renewal Term") under the same terms and conditions set forth herein without further documentation being required, subject to Honeywell's rights of revision as described below, and unless and until either Party terminates this FieldSense Agreement in accordance with the terms stated herein (the "Term").

5. FIELDSENSE HARDWARE/ TOOLS

- 5.1 The Honeywell CT-60 Handheld and the Bluetooth Optical Probe are optional, and warranted in accordance with the Warranty terms in the HPS Sales Terms and Conditions.
- 5.2 The Belt Clip Radio is required for EA Inspector and EA Installer deployments, and is warranted in accordance with the Warranty terms in the HPS Sales Terms and Conditions.

6. THIRD PARTY SOFTWARE

Honeywell will specify any third Party Software that Buyer is required to have for each Software Upgrade. To the extent Software Updates contain new third party Software, Buyer agrees to comply with all license terms associated with such software. Honeywell shall notify Buyer of new third party Software when Software Updates are distributed, and Buyer's installation and use of Software Updates shall be deemed Buyer's acceptance of third party Software license terms, and Buyer's agreement to be bound by such license terms. To the extent third party Software license terms are inconsistent with the terms of the Metersense License Agreement, third party software license terms shall control with respect to the third party software.

7. LEVELS OF SUPPORT

7.1 Honeywell offers the following levels of Support:

7.1.1 9 x 5 Support

Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, per customer specific time zone, including US Eastern, US Central, US Mountain and US Pacific time zones as applicable except for Honeywell holidays.

7.1.2 12 x 7 Support

Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM US Eastern, including Honeywell holidays. Alternate hours are available for an additional fee.

7.1.3 24 x 7 Support

Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM US Eastern and technical support 8:00 PM – 8:00 AM US Eastern, including Honeywell holidays.

7.2 Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect the Honeywell's availability schedule will be communicated to the Buyer as soon as reasonably possible.

7.3 **Buyer's Selected Support Level:** [Enter support level listed in Pricing]

7.4 To change support levels, Buyer must request such change in writing no later 90 days prior to the expiration of the then-current term. Honeywell will approve or reject the request in writing no later than 30 days prior to expiration of the then current term. If approved, Honeywell will invoice Buyer for the new level of support, payable within 30 days of the expiration of the then current-term, and all approved changes will be effective as of the effective date of the renewal term. Any change in support levels will be added as an amendment to the Selected Support Level table and to Pricing Schedule.

8. SEVERITY OF BUYER CASES AND RESOLUTION TIMES

- 8.1 Severity 1 Issues: means the system is not functioning, unavailable, or unusable, or billing data is lost. Defects are critical in nature, do not allow the system to fully operate or impact data integrity, do not have workarounds and demand immediate action. Data integrity is defined as 10% or more of the actively communicating meters not read or processed. Examples include: Connexo hangs; Can't login to GUI; Billing schedule fails to run or meter read success rate is unacceptable (below 90%), and WAN is properly functioning; Integration application fails (if provided by Buyer); Database needs to be recovered from a backup copy (system fail over). In addition to opening a case, the Buyer shall report Severity 1 issues via the Connexo support line (866-554-9007) using the Buyer specific PIN. Response time on Severity 1 Issues provides that Honeywell will acknowledge the customer call reporting such problems by phone or email within one

Personalized Pricing information (Exhibit 7)

Date: DEC 11 2020

Purchase Order

To

Elster Solutions Canada Inc
PO Box 15679
Station A
Toronto ON M5W 1C1
Canada

Ship To

Town of Fort Frances
Public Works Dept.
960 Wright Ave N.
Fort Frances, ON
P9A 3J9

Order #	Delivery Via	Routing
PO CM2020-01		

Please Ship the Following Items as Specified

Item	Quantity Ordered	Description	Unit Count	Unit Price	Total Amount
1.	1ea.	RF Bolt Clip Interface Module	1	\$1611.21	
2.	1ea.	Connexo FieldSense Server	1	\$2531.25	2531.25
3.	-	Training - 2days	-	\$2475.00	2475.00
4.	1ea.	Standalone Metercat - no cost	1	-	-
5.	1ea	CT-60 Startup Bundle	1	4675.00	4675.00
Total					9681.25

Special Instructions

Purchaser Signature

October 20, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Update of the Winter Control Policy

As typical around this time of year, the Operations and Facilities Staff are reviewing the winter control policy for its accuracy and effectiveness.

Attached you will find an updated policy with markups for the proposed changes to the policy for the 2021/22 winter control season. The changes reflect the replacement of some aging equipment and the addition and removal of some sidewalks.

The recommendation of the Operations and Facilities Executive Committee is to approve the winter control policy as amended.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Travis Rob', with a stylized flourish at the end.

Travis Rob, P.Eng

<p>Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the Winter Control Policy be approved as amended.</p>
--

Manager of Operations and Facilities

2021Oct20 - 2021 Update to the Winter Control Policy.docx

THE TOWN OF FORT FRANCES

Section: Operations and Facilities

Policy: Winter Control Operations

Creation Date:	June 2011
Review Date:	1993,1999,2006,2008,2008,2009,2010,2018, 2020, <u>2021</u>
Resolution Number:	487 (consent)
Supersedes Resolution Number:	326 (consent)
Policy Number:	4.1

Table of Contents

SECTION 1.00 - INTRODUCTION	2
SECTION 2.00 - SCOPE OF WORK	<u>23</u>
2.01 Area of Responsibility	<u>23</u>
2.02 Equipment	<u>23</u>
2.03 Manpower	<u>23</u>
2.04 Night Shift Schedule for "Snow Season"	<u>23</u>
2.05 Staff Training	<u>24</u>
2.06 Parking Regulations and Enforcement	<u>24</u>
2.07 Enforcement Policy	<u>24</u>
SECTION 3.00 - SNOWPLOWING	<u>26</u>
3.01 Roads	<u>26</u>
SECTION 4.00 - SNOW REMOVAL	<u>210</u>
4.01 General	<u>210</u>
4.02 Downtown Snow Removal Area	<u>210</u>
4.03 The Overpass and Underpass	<u>210</u>
4.04 Municipal Parking Lots	<u>210</u>
4.05 Businesses, Churches and Halls	<u>211</u>
4.06 Fire Hydrants	<u>211</u>
4.07 Intersections	<u>211</u>
4.08 Lane Entrances	<u>211</u>
4.09 Priority Routes	<u>211</u>
4.10 Residential Streets	<u>211</u>
4.11 Snow Dumps	<u>212</u>
SECTION 5.00 - SANDING / SALTING	<u>213</u>
5.01 General	<u>213</u>
5.02 Roads	<u>213</u>

5.03 Lanes	214
5.04 Sidewalks	214
5.05 Parking Lots.....	214
SECTION 6.00 - ADVERTISING	215
6.01 General.....	215
SECTION 7.00 - DECLARATION OF A SIGNIFICANT WEATHER EVENT	217
7.01 Introduction.....	217
7.02 Declaration Procedures	217
7.03 Declaration Wording	217
SECTION 8.00 - APPENDICES	218

SECTION 1.00 - INTRODUCTION

- 1.01** The following Winter Control Operations Policy is intended to provide a guideline for the orderly and efficient control of snow and ice in the Town of Fort Frances. The primary objective of this policy is to provide for an acceptable level of service at an acceptable cost while meeting the Minimum Maintenance Standards, Ontario Regulation 239/02.

With this policy the residents of the Town of Fort Frances will be provided with consistent and uniform standards, which will enable them to predict winter operations.

Daily priorities will be set to meet the provisions of this policy, thus enabling the Operations and Facilities Division to measure complaints.

This policy supersedes all previous policies, written or otherwise, with regard to snow and ice control. Constructive suggestions for additions, modifications or the adoption of new policies and procedures for this policy are encouraged from every employee or any other Division affected by this policy.

This policy is subject to change at the discretion of the Manager of Operations and Facilities, the Transportation Superintendent or Mayor and Council.

- 1.02** Minimum Maintenance Standards, Ontario Regulation 239/02 - this regulation went into effect on November 1st, 2002 and has seen numerous revisions since that time. Basically, these minimum maintenance standards were developed to reduce liabilities to Municipalities and to ensure residents of Ontario receive a minimum level of maintenance on municipal roadways.

Municipal services that are the same as the minimum maintenance standards or achieve a service level better than what is prescribed by the minimum maintenance standards, can be used as a defence by the municipality in the event of a liability claim.

There are 16 standards where 5 of them are related to winter control activities – snow accumulation and icy roadways and sidewalks. There are no standards in regard to snow removal.

- 1.03** The Winter Control Season will be in affect from October 15^{thst} to April 30th 15th.

SECTION 2.00 - SCOPE OF WORK

2.01 Area of Responsibility

The Operations and Facilities Division is responsible for the winter maintenance on all roads, lanes, sidewalks and municipal parking lots within the boundaries of the Corporation of the Town of Fort Frances.

Included is 162 lane-km of roadway, 432 km of sidewalks and six (6) town owned parking lots.

2.02 Equipment

The Operations and Facilities Division has at its disposal two (2) town owned graders, one (1) sander, one (1) combination plow/sander truck, two (2) sidewalk blowers (with sand spreading equipment), one (1) full size blower, two (2) loaders, (both equipped with snow bucket or plow), two (2) tandem trucks and one (1) single axle dump truck with plow.

In addition, the Airport has one (1) loader (with snow bucket), one (1) full size blower, one (1) single axel dump truck with sander, plow and wing and Parks and Cemeteries has one (1) backhoe loader to supplement operations in the event of a major occurrence.

Town owned equipment will be supplemented by contract operated equipment and trucks on an as required basis.

2.03 Manpower

The Operations and Facilities Division has an available winter maintenance staff consisting of one (1) working foreman, one (1) leadhand, four (4) equipment operators, two (2) truck drivers, five (5) labourers, and three (3) seasonal Labourers. The four (4) water distribution operators will also be included in the winter maintenance scheduling. In an emergency situation additional staff would be available to assist from other areas of the department i.e. mechanical, stores and engineering.

When the “*snow season*” arrives, this staffing provides for coverage for two (2) shifts, five (5) days a week. There will be a 7:30 a.m. to 4:00 p.m. day shift and a 10:00 p.m. to 6:00 a.m. night shift from Monday to Friday. During the period from 4:00 p.m. to 10:00 p.m. and 6:00 a.m. to 7:30 a.m. and weekends manpower is on a voluntary basis. Emergency calls are covered through an on-call person 24 hours a day, 7 days a week. During an emergency situation if the on-call person is unsuccessful in getting sufficient crews to respond he/she shall consult with the Manager of Operations & Facilities or Transportation Superintendent regarding the use of contracted equipment.

2.04 Night Shift Schedule for “Snow Season”

Prior to the “*snow season*” a night shift schedule will be made up of employees who volunteer to be on nights through the “*snow season*” supplemented with a rotation of all employees qualified to drive truck and/or operate equipment. The night shift will consist of six (6) employees, one (1) working foreman, three (3) operators and two (2) truck drivers. Working foreman will participate in operating equipment and/or truck driving on the night shift.

The night shift will be implemented when at the discretion of the Manager of Operations & Facilities and Transportation Superintendent there is sufficient amounts of snow to justify taking six (6) employees from the day shift and that work in progress can be completed with this reduction in staff.

2.05 Staff Training

Qualified employees will be given the opportunity to train on equipment when the work schedule permits such training. An ideal time for training on some of the larger equipment is on the night shift in areas where there is little or no traffic. Employees will be given the opportunity to train under the guidance of experienced operators. This will build a more versatile workforce for future operations.

2.06 Parking Regulations and Enforcement

Parking restrictions and regulations (i.e. calendar parking, parking prohibited, etc.) have been placed on town streets and will be strictly enforced to allow snow plowing/removal operations to proceed unimpeded.

In the event that a Significant Weather Event has been declared in accordance with Section 7 of this policy, all on street parking shall be prohibited for the duration of the event to expedite the roadway clearing operations. This restriction only applies between the hours of 7:30pm and 7:30am and covers the entirety of the Town of Fort Frances other than the Downtown Core.

The Town's By-law Enforcement Officers will publicize the appropriate calendar parking by-law. Calendar parking shall be deemed to be a twenty-four (24) hour period commencing at nine (9) o'clock in the forenoon and after such time the day shall be deemed odd or even depending on the calendar designation of such day of commencement of the said twenty-four (24) hour period.

2.07 Enforcement Policy

The By-law Enforcement Officers and O.P.P. members in support of the Fort Frances Operations and Facilities Division completing snow removal in town will adhere to the following policy.

- By-Law Enforcement Officers will complete enforcement of parking by-laws during weekdays. Operations and Facilities Division will contact By-Law direct for support in ticketing violators and removing illegally parked vehicles.
- Enforcement of parking by-laws after hours will be completed by O.P.P. Officers. Operations and Facilities Division will contact the O.P.P. Telecommunications Unit who will dispatch officers to attend and ticket vehicles in areas requiring snow removal. Operations and Facilities Division will arrange for any necessary towing. The 200 block of Scott Street no parking begins after 0300 hours.
- Notification will be made to the O.P.P. by Operations and Facilities Division of specific nights when snow will be removed in the core downtown area. Officers will conduct enforcement of the parking by-law in these areas. This will assist Operations and Facilities Division who will have vehicles interfering with snow removal towed away at the owner's expense.

- Enforcement of the by-law in the 200 block of Scott Street will be delayed until 0300 hours consistent with traffic control by-law.
- O.P.P. members will notify the “on-call” Operations and Facilities Division member 275-9754 between 2300 – 0700 hours when snow accumulation reaches 5cm.
- When contacting the Police or By-Law – information needed is: location of vehicle and license plate number.

Contact Numbers:

By-Law: 275-9651

O.P.P. Kenora: 1-888-310-1122

O.P.P. Town: 274-3322

Tow Truck Numbers:

Bett Will: 274-5977

North Auto: 274-7243

SECTION 3.00 - SNOWPLOWING

3.01 Roads

All roads in the Town of Fort Frances will be plowed in accordance with the attached snowplowing priorities plan (see Appendix A).

Road Classifications

Based on the Average Annual Daily Traffic (number of motor vehicles versus the Posted or Statutory Speed Limit (kilometres per hour), there are Class 3, Class 4, Class 5 and Class 6 roads in the Town of Fort Frances boundaries.

Plowing of 'Class 3' roads will have a completion time of 12 hours after the snow has reached a depth of 8 centimetres.

Plowing of 'Class 4' roads will have a completion time of 16 hours after the snow has reached a depth of 8 centimetres.

Plowing of 'Class 5' roads will have a completion time of 24 hours after the snow has reached a depth of 10 centimetres.

There is no standard for 'Class 6' roads in the minimum maintenance standards and therefore they will be plowed after all Class 3, 4 and 5 roads have been completed.

All stipulated timelines for snow clearing can be delayed by the declaration of "Significant Weather Event" as outlined in Section 7. Upon the termination of the declaration, the above stipulated timelines would begin to apply.

* There is a map in Appendix M with all road classifications in the Town of Fort Frances for the Minimum Maintenance Standards.

Priority One (Class 3 & Class 4 Roads) - Priority one roads include Kings Highway 11/71, Highway 602, Second Street East, Scott Street, Ambulance/Hospital Route, Schools, Rainycrest, Emergency Evacuation Route and the Downtown Area.

All snowplowing equipment will have a map of the priority route for that particular piece of equipment as well as a list in order of its priorities.

Equipment operators have been asked to follow the list of priorities as close as possible to deliver a consistent level of service.

Priority Two (Class 5 & Class 6 Roads) - The Town of Fort Frances is divided into eight (8) areas with the Downtown Priority #1 area being the dividing line between east and west. The Canadian National Railway is the dividing line for the north areas. These areas are then divided by priority.

Basically, after the Priority One routes are complete one (1) grader plows east and the other west starting from the Downtown Area and plowing outwards. The plow truck does the north areas when completing its priority route.

The individual in charge (whether it be the Superintendent, Foreman or Standby Person) are to use their own discretion depending upon manpower, equipment, and amount of snowfall to determine the time of day the plows go out.

It is not practical to snowplow the Downtown Business area during regular business hours (8:00 a.m. to 10:00 p.m.).

It is suggested to standardize the level of winter control maintenance in the downtown business area (see Appendix D of the Winter Operations Policy) in order to meet the minimum maintenance standards for municipal roadways, that the following guidelines have been proposed;

- Apply winter control sand/salt mixture during regular business hours.
- Snowplowing will occur immediately before or after regular business hours, where the snow is pushed or winged to the outside edges of the roadway in accordance with Ontario Regulation 239/02.
- Snow removal will take place according to the policy in Section 4:00.

The ideal situation would have the plow truck (Unit #125) leave the Shop and go west to the start of the four laner's on King's Highway at Pit Road #1 as outlined in Appendix I. It would start plowing east down the centre of the four laner's to Central Avenue then up to Scott Street and down the centre of Scott Street to Colonization Road East and continue plowing the centre of Colonization Road East to the Overpass. The plow truck would then plow the centre of Second Street from Colonization Road East to Central Avenue. The plow truck would then do all of Front Street and then proceed to its priority route in the North End.

The graders (Unit #~~205-516~~ and #207) would leave the Shop and go east down Fifth Street to Portage Avenue then south to Scott Street.

Grader #516205 would go east and plow Scott Street, then Colonization Road East over the Overpass to the east town limits. #516205 would then plow Second Street from Colonization Road East to Central Avenue as outlined in Appendix H.

Grader #207 would go west and plow the highway to the west town limits back to Central Avenue and then Highway 602 to Oakwood Road as outlined in Appendix G.

Both graders would then complete the Downtown area.

When the Downtown area is complete Grader #207 will go west and Grader #516205 will go east to their next respective priority.

The Cat 1T38B John Deere loader (#317257) will plow the lanes and parking lots in the Downtown area as outlined in Appendix F.

The Cat 930H loader (#318) will do cul-de-sacs and dead-ends according to priority list as outlined in Appendix E. We will alternate between the east list and west list on a monthly basis, as to which gets done first.

October -	East
November -	West
December -	East
January -	West
February -	East
March -	West

Plowing of the roads should be completed in 24 hours. Some Class 6 roads may have a longer completion time. Once the snow plows have advanced far enough ahead, send sander out.

Sidewalk plowing is to be done on a priority basis as shown in Appendix J. The first priority will ensure sidewalks are plowed on the Underpass and then Portage Avenue to the Civic Centre, then Church Street to Victoria Avenue and Victoria Avenue to Scott Street.

One sidewalk plow will then plow the north side of Scott Street to Colonization Road East and then the north side of Second Street East to Central Avenue then complete the Downtown Priority #1 area. The Second plow will start plowing on Third Street West to King's Highway out to Wal-Mart. Then plow the south side of Highway 602 from Armstrong Place to Keating Avenue and then proceed to complete the west end. After the west end is complete, the second plow will move to area #2 north of the CNR.

Loaders will plow lanes from the Downtown area outwards when their priority lists are done.

All lanes will be plowed in 48 – 60 hours and all sidewalks will be plowed in 48 hrs. In the event of a declaration of a “Significant Weather Event” as outlined in Section 7, sidewalks will be plowed within 48 hours of the advertised end of the event.

In the case of a winter weather event on a weekend or holiday it is the responsibility of the on-call person to call in a crew to plow the roads according to the priorities set out in the policy.

See Section 7.00 for more information on the declaration of a “Significant Weather Event”.

SECTION 4.00 - SNOW REMOVAL

4.01 General

Snow removal, at the discretion of the Manager of Operations and Facilities or Transportation Superintendent, will commence approximately 48 hours after a storm or as soon as plowing is complete. The following is the list of snow removal areas in order of priority:

1. Downtown snow removal area
2. The overpass and underpass
3. Municipal parking lots (when necessary)
4. Businesses and churches and halls outside Downtown area
5. Fire hydrants
6. Intersections
7. Lane entrances
8. Priority routes
9. Residential streets

4.02 Downtown Snow Removal Area

Once snow plowing operations are completed for the entire Town or once resources are available and there is a need to remove the snow (approximately 24-inch high banks of snow) the snow will be removed in the Downtown area. Snow removal services will only occur after regular business hours on Scott Street and Mowat Avenue, where side streets and other parts of Downtown area can be removed at any time.

Also, the task of removing the snow is at the discretion of either the Operations & Facilities Division Manager or the Transportation Superintendent. As a result, it is understood that snow removal services will take place prior to the Christmas parade event regardless of the size of the snow banks.

4.03 The Overpass and Underpass

All snow, to the guardrail on the east side of the Overpass on Colonization Road East will be removed, as warranted, at the discretion of the Manager of Operations and Facilities or Transportation Superintendent.

All snow in the underpass on Portage Avenue from Third Street East to Fifth Street East will be removed from concrete retaining wall to concrete retaining wall, as warranted, at the discretion of the Manager of Operations and Facilities or Transportation Superintendent.

4.04 Municipal Parking Lots

The Operations and Facilities Division is responsible for the removal of snow on the following parking lots:

- A) Municipal Lot on Portage Avenue
- B) Municipal Lot on Veteran Avenue
- C) Municipal Lot on Scott Street

- D) Civic Centre
- E) Arena/Library
- F) Municipal Parking Lot behind St. Mary's Church

All snow will be removed from these lots within seven days of a snowfall or series of snowfalls resulting in a total accumulation of 100mm of snow.

4.05 Businesses, Churches and Halls

The Operations and Facilities Division will, at the discretion of the Transportation Superintendent, remove snow from the boulevards fronting businesses, churches and halls located away from the downtown snow removal area.

All Businesses zoned commercial will receive this service. All Churches and Halls will receive this service.

4.06 Fire Hydrants

The Operations and Facilities Division will keep all hydrants free of snow banks and easily visible and accessible, as soon as possible after snow plowing and removal as outlined above is completed and manpower is available.

All hydrants outside the Downtown snow removal area have had hydrant markers installed to increase visibility for snow removal purposes and for the Fire Department to locate the hydrants.

4.07 Intersections

The Operations and Facilities Division will remove snow banks at all intersections to improve the sight lines for all motorists. Removal will be at the discretion of the Manager of Operations and Facilities or Transportation Superintendent and all snow will be removed for a distance of 15m from the intersecting face of curb.

4.08 Lane Entrances

As necessitated by conditions, all snow piles at lane entrances/exits will be removed to improve the sight lines for all motorists. Piles of snow will be removed at the discretion of the Manager of Operations and Facilities or Transportation Superintendent.

4.09 Priority Routes

Multi-lane priority routes will have all traffic lanes restored as soon as possible following completion of plowing. Snow removal to the gutter line and on boulevards will be carried out, at the discretion of the Manager of Operations and Facilities or Transportation Superintendent, when traffic lanes cannot be maintained and snow storage on the road allowance is not available.

4.10 Residential Streets

Snow removal on residential streets will take place only in extreme conditions and at the discretion of the Manager of Operations and Facilities or Transportation Superintendent. Snow

removal will be carried out when two (2) traffic lanes cannot be maintained and snow storage on the road allowance is not available.

4.11 Snow Dumps

The Operations and Facilities Division has established and will maintain one (1) snow dump. The primary snow dump is located west of McIrvine Road north of Eighth Street.

The Town will utilize other vacant, municipally owned property for the purpose of snow storage when available and of a benefit to the winter control operations.

SECTION 5.00 - SANDING / SALTING

5.01 General

Sanding/salting when required should normally follow after plowing operations. As a general rule, if the pavement is dry and the snow is not packing or sticking - do not sand.

Salt applied to snow forms a brine mixture. This reduces the possibility of the snow sticking to or packing on the pavement. It also prevents ice build-up and allows the plow to remove the snow easier. Salt, assisted by sun, traffic and warmer daytime temperatures, is also used as a melting agent to eliminate icy conditions. As the temperature gets lower, the effectiveness of the salt decreases until it becomes ineffective. Normally, salt should not be applied when the temperature is below - 12 C. However, in the presence of sun and heavy traffic volume, which creates a higher road surface temperature salt can be effective down to a temperature of - 18C.

The Operations and Facilities Division uses a salt/sand mixture of 20% salt and all references to salting/sanding operations refer to this particular mixture of 'sweetened' sand.

5.02 Roads

The minimum maintenance standard for treating icy roadway is:

- a) To deploy resources to treat an icy roadway as soon as practical after becoming aware that the roadway is icy; and
- b) To treat the icy roadway within the time set out for that class of highway, after becoming aware that the roadway is icy.

Class 3 roads must be treated within eight (8) hours.

Class 4 roads must be treated within twelve (12) hours.

Class 5 roads must be treated within sixteen (16) hours.

Class 6 roads will be treated as soon as practical during regular hours of work.

In the initial stages of a storm, sand/salt mixtures will be used to maintain road surfaces until snow accumulation warrants the use of snow plowing equipment. Continuous sanding/salting generally shall be carried out only during freezing rain or general icy conditions caused by failure of other treatments. A supply of straight salt will be kept on hand for extreme icy conditions. In the event of a declaration of a "Significant Weather Event" as outlined in Section 7, icy roadways will be addressed within the above stipulated timelines from the advertised end of the event.

5.03 Lanes

The Operations and Facilities Division will not sand/salt any lanes. Under extreme icy conditions the department will sand/salt lane approaches in the Downtown area only.

5.04 Sidewalks

The minimum maintenance standard for treating icy sidewalks is:

- a) To deploy resources to treat an icy sidewalk as soon as practical after becoming aware that the sidewalk is icy; and
- b) To treat the icy sidewalk within forty eight (48) hours after becoming aware that the sidewalk is icy.

In the event of a declaration of a “Significant Weather Event” as outlined in Section 7, icy sidewalks will be addressed within the above stipulated timelines from the advertised end of the event. No pure salt will be used on the sidewalks.

5.05 Parking Lots

The Operations and Facilities Division will sand/salt municipal parking lots under extreme icy conditions at the discretion of the Manager of Operations and Facilities or Transportation Superintendent.

SECTION 6.00 - ADVERTISING

6.01 General

The Operations Division will have the following advertisement published in the local paper early in the winter season. (The last two Thursdays in October).

SNOW AND ICE CONTROL QUALITY STANDARDS FOR THE FORT FRANCES OPERATIONS AND FACILITIES DIVISION

Roadway Clearing:

The maximum allowable snow accumulation for commencing snow clearing operations on priority one roads (Highways, Fire Route, Ambulance/Hospital Route, Schools, Rainycrest, Emergency Evacuation Route, and Truck Route) is eight (8) cm. All priority one roads will be brought up to satisfactory standards before work will begin on residential streets. Priority one roads will have a target completion of 12 hours for Class 3 roads and 16 hours for Class 4 roads, after eight (8) cm of snowfall.

Sidewalk Clearing:

Sidewalk clearing operations begin at the end of each snowfall or series of snowfalls resulting in a total accumulation of eight (8) cm. Sidewalks will be addressed such that accumulation will be less than eight (8) cm within 48 hours from the end of the snowfall event.

Lane Clearing:

Normal lane clearing operations begin at the end of each snowfall or series of snowfalls resulting in a total accumulation of eight (8) cm. This operation is usually delayed allowing road clearing to be well underway to prevent blocking of sidewalk and lane entrances.

Snow Removal:

Snow removal is done as required. In some cases, it is casted (blown) onto abutting town property if there is sufficient unencumbered land to accommodate the windrow. If not is loaded and trucked to the snow dump. All snow in the downtown snow removal area is trucked.

Traction Improvement:

Priority one roads will receive priority treatment. The level of service on all roads will generally be such that vehicular traffic has sufficient traction to operate. Particular attention will be paid to intersections and inclines. Sand is applied to sidewalks as required.

Parking Regulations:

Parking regulations will be strictly enforced at all times. In the event of snow removal operations temporary “No Parking” signs will be posted, and all street parking will be prohibited in the affected areas.

Significant Weather Event

In the event of a Significant Weather Event, a declaration will be advertised from the Operations and Facilities Division prior to the start of the event. The end of the event will also be advertised by the Operations and Facilities Division. All stipulated timelines for addressing roadways and sidewalks will commence starting at the advertised ending of the event.

For more information about Winter Operations call Milt Strachan, Transportation Superintendent at: 807-274-9893

SECTION 7.00 - DECLARATION OF A SIGNIFICANT WEATHER EVENT

7.01 Introduction

Should, through alert from Environment Canada, a threat for either snow or ice accumulation such that a danger will be posed to users of sidewalks and roadways within the Town of Fort Frances be forecast, it will be the responsibility of the Operations and Facilities Division Manager or Transportation Superintendent, at their discretion, to declare a “Significant Weather Event” to alert the residents of the Town and District to the potential risk.

The declaration of a “Significant Weather Event” may trigger the need to engage the Municipal Emergency Control Group (MECG). The engagement of the MECG shall be in accordance with the Town of Fort Frances Emergency Plan.

7.02 Declaration Procedures

Should it be determined that a declaration is required, the following methods will be used to alert the appropriate parties of the start of the declared event and the end of the declared event.

1. The Town of Fort Frances Facebook and Twitter pages
2. The Local Radio Station, 93.1 The Border
Randy Thoms – Ph: 274-5341 Cell: 276-0832 email: news@931theborder.ca
Darell Plummer – Ph: 807-468-3181 Cell: 807-466-1246 email: plummer.darell@radioabl.ca
3. The Local News Paper, Fort Frances Times
Ph: 274-5373 email: tips@fortfrances.com
4. The Local OPP Information Officer
Comm Centre – Ph: 1-888-310-1122
5. The Town of Fort Frances Fire Chief/CEMC
Tyler Moffitt – Ph: 274-9841 Cell: 807-271-0766 email: tmoffitt@fortfrances.ca

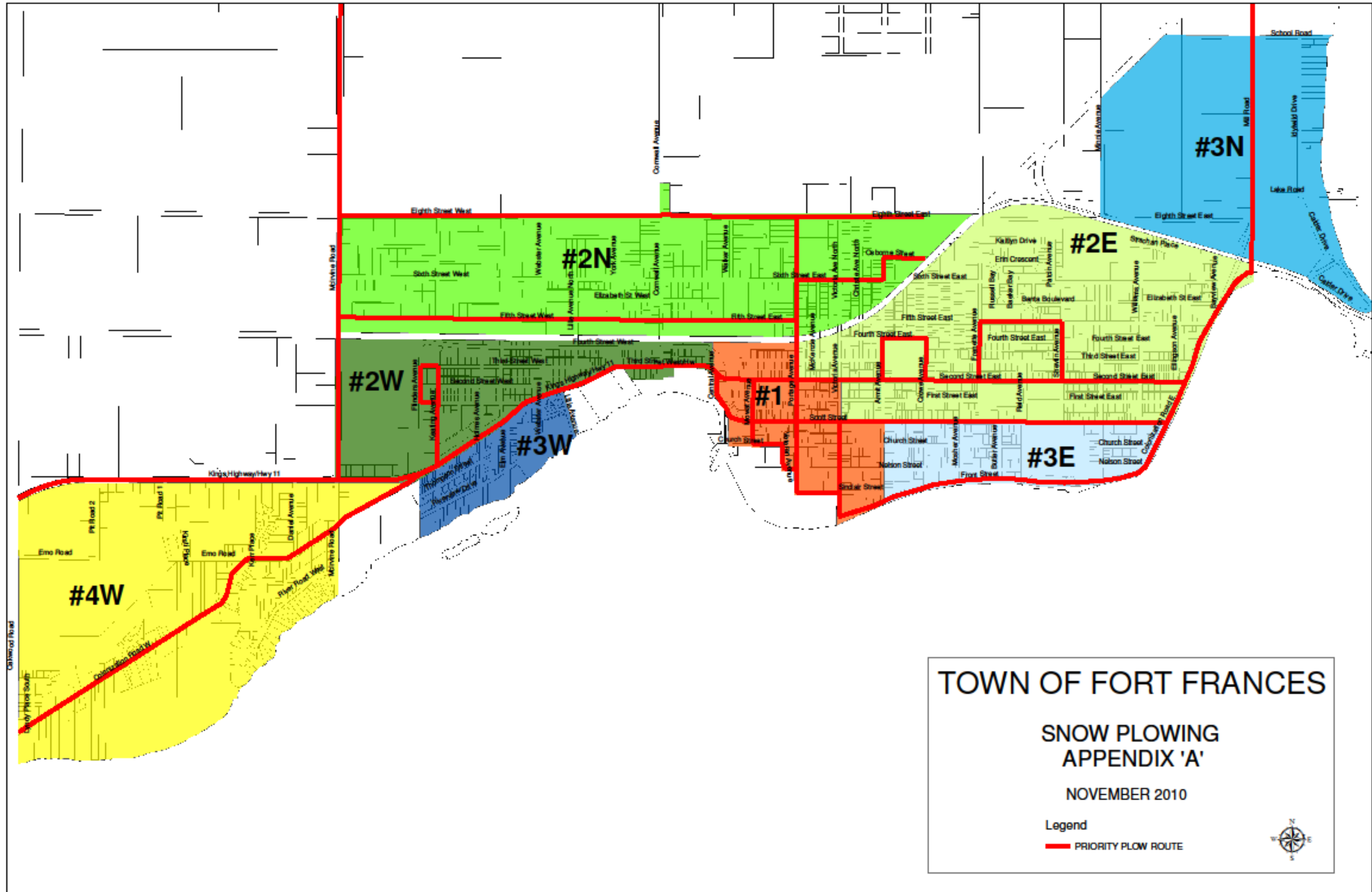
Other means to get the appropriate messaging can be used in addition to these listed at the discretion of the Operations and Facilities Division Manager or Transportation Superintendent.

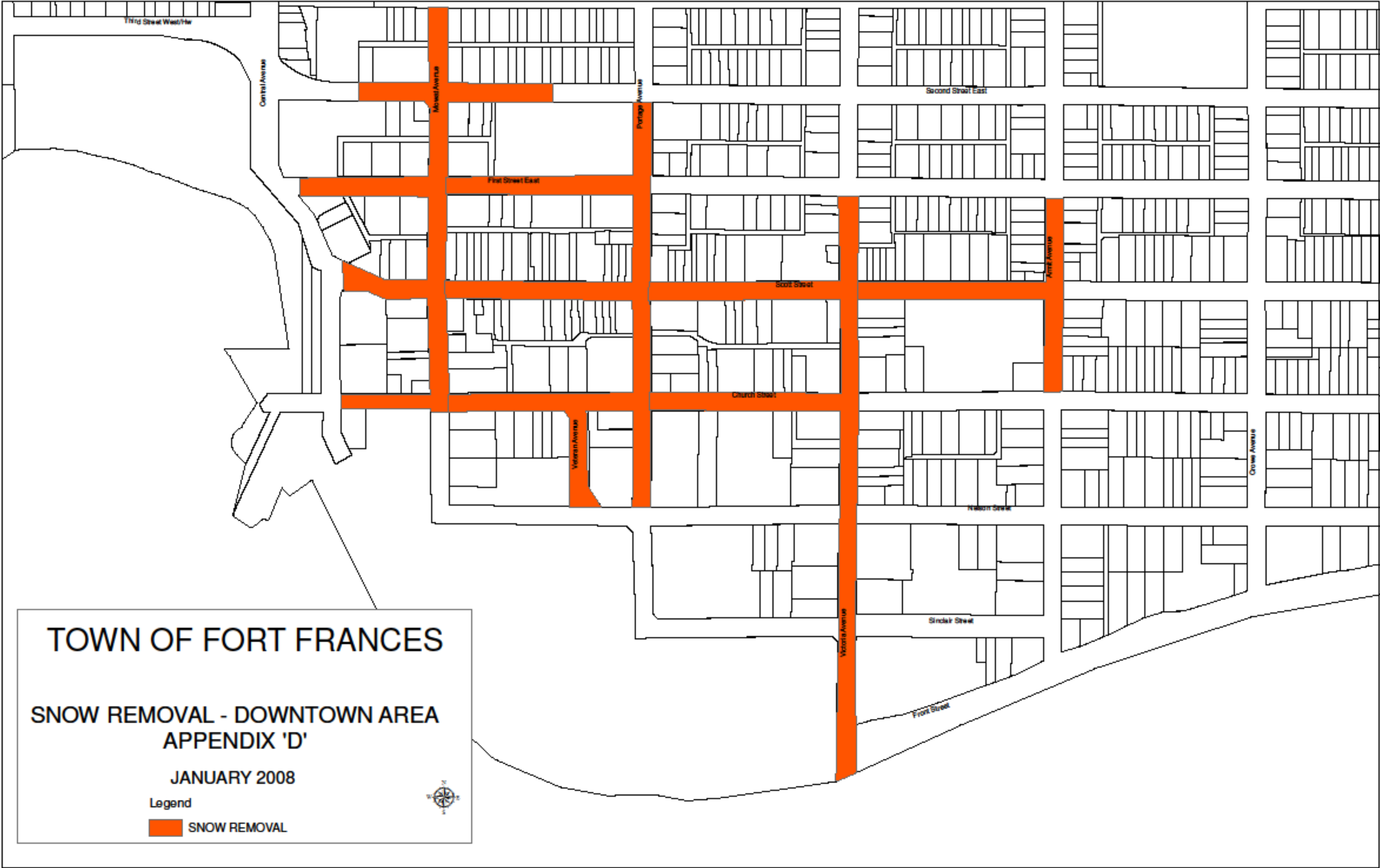
7.03 Declaration Wording

The Town of Fort Frances will use common wording and style for the information release surrounding a potential Significant Weather Event as would be for any other media communication. Appendix L contains the press release as well as the Facebook and Twitter messages to be utilized in the declaration of the start and end of a Significant Weather Event.

SECTION 8.00 - APPENDICES

Appendix A	-	Snow Plowing Priorities Plan
Appendix B	-	East Snow Plowing Areas
Appendix C	-	West Snow Plowing Areas
Appendix D	-	Downtown Snow Removal Area
Appendix E	-	Loader (Unit #318) Snow Plowing Priority List
Appendix F	-	Loader (Unit #317) Snow Plowing Priority List
Appendix G	-	Champion <u>John Deere</u> Grader (Unit #207) Snow Plowing Priority List
Appendix H	-	Champion <u>CAT</u> Grader (Unit #205 <u>516</u>) Snow Plowing Priority List
Appendix I	-	Plow Truck (Unit #1 <u>215</u>) Snow Plowing Priority List
Appendix J	-	Sidewalk Plow (Unit #305) Snow Plowing Priority List
Appendix K	-	Maintenance Crew Sidewalk Snow Clearing & Deicing Priority List
Appendix L	-	Declaration of a Significant Weather Event Press Releases
Appendix M	-	Map of all roadway classes





Appendix E

LOADER (UNIT #318) SNOW PLOWING PRIORITY LIST

ROADS-CUL-DE-SACS/DEAD ENDS

Alternate between the east and west list on a monthly basis, as to which gets done first.

October	-	East
November	-	West
December	-	East
January	-	West
February	-	East
March	-	West

EAST END:

1. McKenzie Avenue at C.N.R.
2. Victoria Avenue at C.N.R.
3. Armit Avenue at C.N.R.
4. Crowe Avenue at C.N.R.
5. Russell Bay
6. Baeker Bay
7. Frenette Avenue (North of Kaitlyn Drive)
8. Erin Crescent
9. Patcin Avenue (North of Kaitlyn Drive)
10. Strachan Place
11. Woodward Street (Lane off Bayview Avenue)
12. Church Street (East of Butler Avenue)
13. Nelson Street (East of Butler Avenue)

WEST END:

1. Fourth Street (West of Wright Avenue)
2. Holmes Avenue (North of Third Street West)
3. Keating Avenue (North of third Street West)
4. Flinders Avenue (South of First Street West)
5. Webster Avenue (South of Highway)
6. Riverview Drive (East of Elm Avenue)
7. Riverview Drive (West of Keating Avenue)
8. Thompson Street (West of Keating Avenue)

9. McIrvine Road (South of River Road)
10. Old Shambles Road
11. Kerr Place
12. Kirsti Place
13. Armstrong Place
14. Lyndy Place North

LANES:

Start plowing lanes in priority area #2 West from the Downtown #1 priority area outward. When area #2 West is complete go to area #3 West and then to area #4 West. When the West is complete go to area #2 North and plow lanes east of Portage Avenue and then plow the lane on the 200 Block between Fifth Street West and Elizabeth Street.

Appendix F

LOADER (UNIT #257317) SNOW PLOWING PRIORITY LIST

DOWNTOWN – PARKING LOTS AND LANES

1. Municipal Lot on 400 Block of Portage Avenue
2. Municipal Lot on 300 Block of Veteran Avenue
3. Municipal Lot on 100 Block of Scott Street
4. Municipal Parking Lot on 300 Block of Nelson Street behind St. Mary's Church
5. Civic Centre Parking Lots behind OPP Garage and Fire Department (Transportation Superintendent will call both OPP Detachment and Fire Department to make arrangements to have vehicles moved. A time will be arranged for plowing and vehicles must be removed from parking lots before plowing takes place.)
6. Plow all lanes on 100 Block, 200 Block and 300 Block of Scott Street
7. Plow remaining lanes in the Downtown #1 priority area

When the Downtown Area is completed continue plowing lanes in priority #2 East from the Downtown #1 Area outwards.

When priority area #2 East is completed continue plowing lanes in priority area #3 East until completed.

Appendix G

JOHN DEERE GRADER (UNIT #207) SNOW PLOWING PRIORITY LIST

1. Leave the Shop and go east on Fifth Street to Portage Avenue, turn right and plow south to Scott Street. Turn right and plow all of Scott Street from Portage to Central Avenue, then Central Avenue from Scott Street to Third Street West.
2. Plow the north side of Third Street West and King's Highway from Central Avenue to Oakwood Road and then the south side back to Central Avenue.
3. Plow Highway 602 out to Oakwood Road and then back to King's Highway.
4. Plow the Downtown area until completed.
5. When the Downtown priority #1 area is complete 207 will start plowing area #2 West from the Downtown area outwards then go to area #3 West and then area #4 West.
6. When all the roads in the west have been completed 207 will go to area #3 East and plow until Town is completed.

Appendix H

CHAMPIONCAT GRADER (UNIT #205516) **SNOW PLOWING PRIORITY LIST**

1. Leave the Shop and go east on Fifth Street to Portage Avenue turn right and go south to Scott Street. Turn left on Scott Street and plow to Butler Avenue. Plow Butler Avenue past the entrances to the Ambulance Building so that they have plowed access to Scott Street and then continue plowing eastward on Scott Street to Colonization Road East.
2. Plow Colonization Road East to Overpass and continue on Mill Road (Highway) to the east town limits and back to Scott Street.
3. Plow all of Second Street from Colonization Road East to Central Avenue.
4. Grader #516205 will then go to the Downtown area until it is completed.
5. When the Downtown priority #1 area is completed 516205 will then plow Frenette Avenue from Scott Street to Fifth Street, Fifth Street from Frenette Avenue to Williams Avenue and Williams Avenue from Fifth Street to Second Street for access to the Arena and Schools in the east end of Town.
6. Grader #516205 will then plow priority area #2 from the Downtown priority #1 area outwards, then go to area #3 east until the Town is completed.

Appendix I

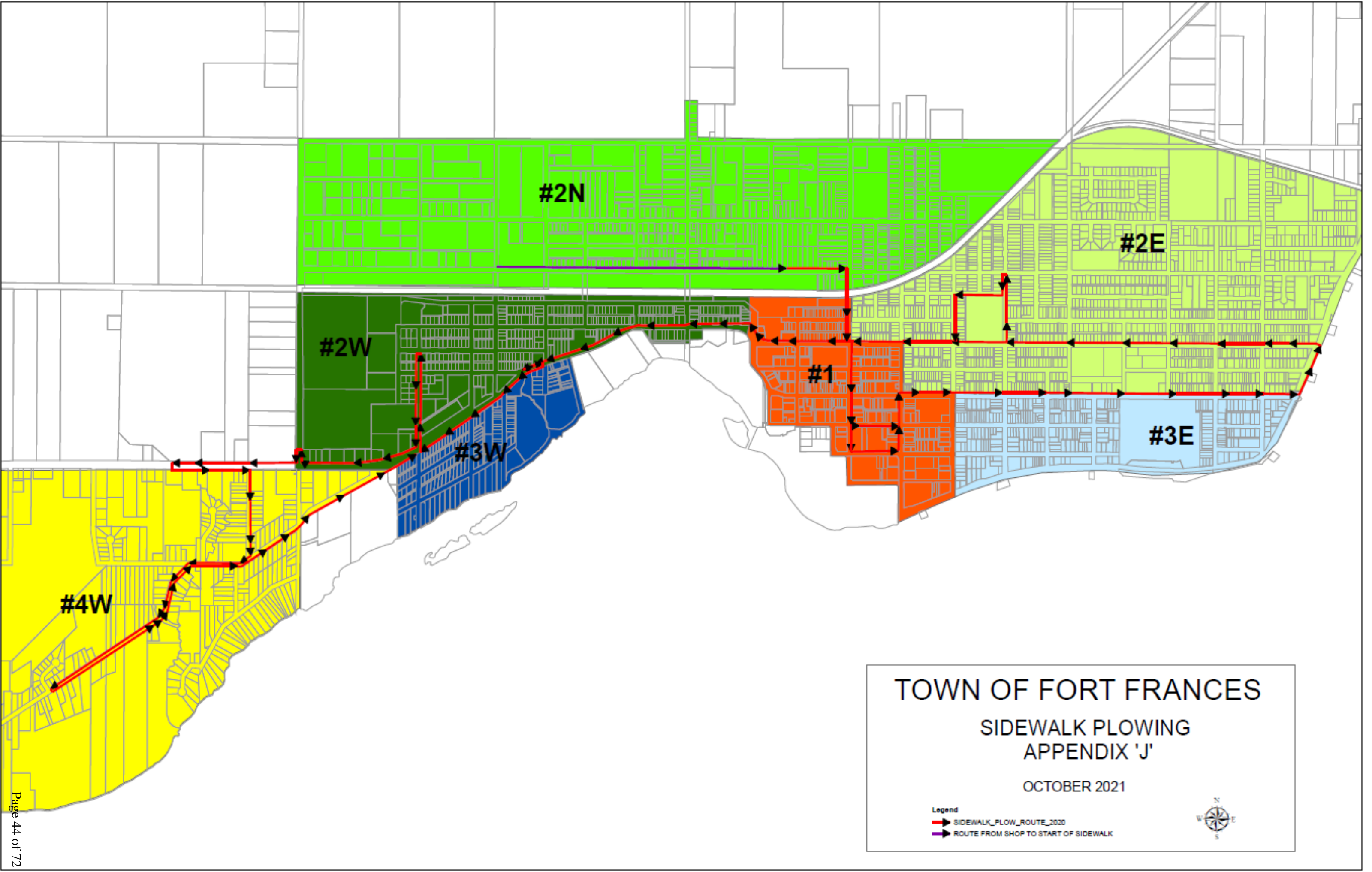
PLOW TRUCK (UNIT #125) SNOW PLOWING PRIORITY LIST

1. Leave the Shop and go west to the start of the four laner's on King's Highway at Pit Road #1.
Start plowing east down the centre of the four laner's to Central Avenue then up to Scott Street and down the centre of Scott to Colonization Road East and continue plowing the centre of Colonization Road East to the Overpass.
2. Plow the centre of Second Street from Colonization Road East to Central Avenue.
3. Plow all of Front Street from Victoria Avenue to the corner of Colonization Road East and Scott Street.
4. The plow truck would then begin at the south side of the Underpass and plow the North end priority route.
5. When North priority route is complete plow area #2 North until complete.
6. Plow area #3 North until complete.

Appendix J

SIDEWALK PLOW (UNIT #305) SNOW PLOWING PRIORITY LIST

1. Leave Shop and go east on Fifth Street. Plow sidewalk on Fifth Street to Portage then through the Underpass on the west side of Portage Avenue up to Second Street East and then plow the east side of Portage Avenue from Third Street East to the Civic Centre, then plow the north side of Church to Victoria Avenue and the west side of Victoria Avenue back to Scott Street.
2. Plow the north side of Scott Street from Victoria Avenue to Colonization Road East. Then do north side of Second Street from Colonization Road East to Crowe Avenue and plow the east side of Crowe Avenue from Second Street to Fifth Street and then the west side of Crowe Avenue from Fifth Street to Fourth Street, then go to Armit Avenue and plow the east side from Fourth Street to Second Street. Return to Crowe Avenue and plow the north side of Second Street from Crowe Avenue to Central Avenue.
3. Plow south side of Highway 602 from Armstrong Place to Keating Avenue.
4. Plow the Downtown Priority #1 area.
5. Plow area #2 East, #2 West, #3 West, #3 East and #2 North in that order.



Appendix K

MAINTENANCE CREW SIDEWALK SNOW CLEARING & DEICING PRIORITY LIST

1. The first area of response in the morning after snow accumulation will be to remove snow from sidewalks at the Civic Centre and then the walkway between the parking lots behind the Fire Hall and OPP Garage. Sidewalks will be cleared to all exits behind the OPP building and a one (1) metre path will be cleared behind the OPP Garage doors to prevent ice build-up. Salt or Ice Melt will be applied to these sidewalks as required.
2. The west sidewalk at the Underpass on Portage Avenue will be plowed with the walk behind snowblower.
3. The Downtown corners will have any windrows left from plowing and snow removed. Salted Sand or Ice Melt will be applied to these corners as required.
4. The Museum sidewalk and Rainy Lake Square site and sidewalk will have snow removed and Ice Melt will be applied as required, by Parks crew.
5. Ice build up will be removed from the Underpass and Overpass when required. Salted Sand or Ice Melt will be applied to these areas when required.

Appendix L

The following wording will be utilized on social media to declare a Significant Weather Event. The wording will be posted on the Town's Facebook and Twitter accounts.

Facebook

The Town of Fort Frances at __:__ on _____, ~~2012~~20 is declaring the start of a Significant Weather Event. During this time, we are asking residents to limit their use of roadways and sidewalks within the Town of Fort Frances for the safety of the public. All On Street Parking is prohibited between the hours of 7:30pm and 7:30am until the termination of this declaration Please continue to monitor Facebook and 93.1 The Border for updates.

The Town of Fort Frances at __:__ on _____, ~~2012~~20 is declaring the end of the Significant Weather Event. We want to thank residents for their cooperation as crews worked to clean up from this event.

Twitter

The Town of Fort Frances at __:__ on _____, ~~2012~~20 is declaring the start of a Significant Weather Event. All On Street Parking is prohibited between the hours of 7:30pm and 7:30am until the termination of this declaration. Please limit your use of sidewalks and roadways for the safety of the public.

The Town of Fort Frances at __:__ on _____, ~~2012~~20 is declaring the end of the Significant Weather Event. Thank you for your cooperation with clean-up efforts.



FOR IMMEDIATE RELEASE

~~October 11, 2018~~DATE

FROM: Town of Fort Frances Operations and Facilities Division

Declaration of Significant Weather Event

The Town of Fort Frances Operations and Facilities Division, through winter weather monitoring activities, is following a system that could bring a winter weather storm to the Town of Fort Frances that could pose a risk to the users of the roadways and sidewalks within the Town of Fort Frances. The Operations and Facilities will continue to proactively manage this Significant Weather Event and will continue to do so to ensure the public, properties and critical infrastructure are all protected during this event.

This Significant Weather Event declaration comes in to effect at __:__ on _____, ~~2018~~2020. The Town of Fort Frances will declare the ending of this event at such time as the municipality deems it is suitable to do so. During this time, we are asking residents to limit their use of roadways and sidewalks within the Town of Fort Frances for the safety of the public. During this declaration all on-street parking is prohibited between the hours of 7:30pm and 7:30am with the exception of the Downtown core.

We would like to remind the public to stay clear of work areas to allow Town crews to address accumulation on the roadways and sidewalks. Also, please remember calendar parking is in effect and if possible to remove vehicles from roadways to aid in work efforts. This will ensure the safety of the public and Town crews.

We recommend that the public continue to monitor 93.1 The Border for updates. Also, residents can call the Operations and Facilities Division Office at 274-9893 with any questions or concerns. This declaration is in accordance with Ontario Regulation 239/02 as amended.

-30-

Contact:
Travis Rob, Manager of Operations and Facilities
Town of Fort Frances.
(807) 274-9893
trob@fortfrances.ca



FOR IMMEDIATE RELEASE

October 11, 2018 DATE

FROM: Town of Fort Frances Operations and Facilities Division

Declaration of Significant Weather Event

The Town of Fort Frances Operations and Facilities Division, at __:__ on _____, ~~2012~~ declared a Significant Weather Event.

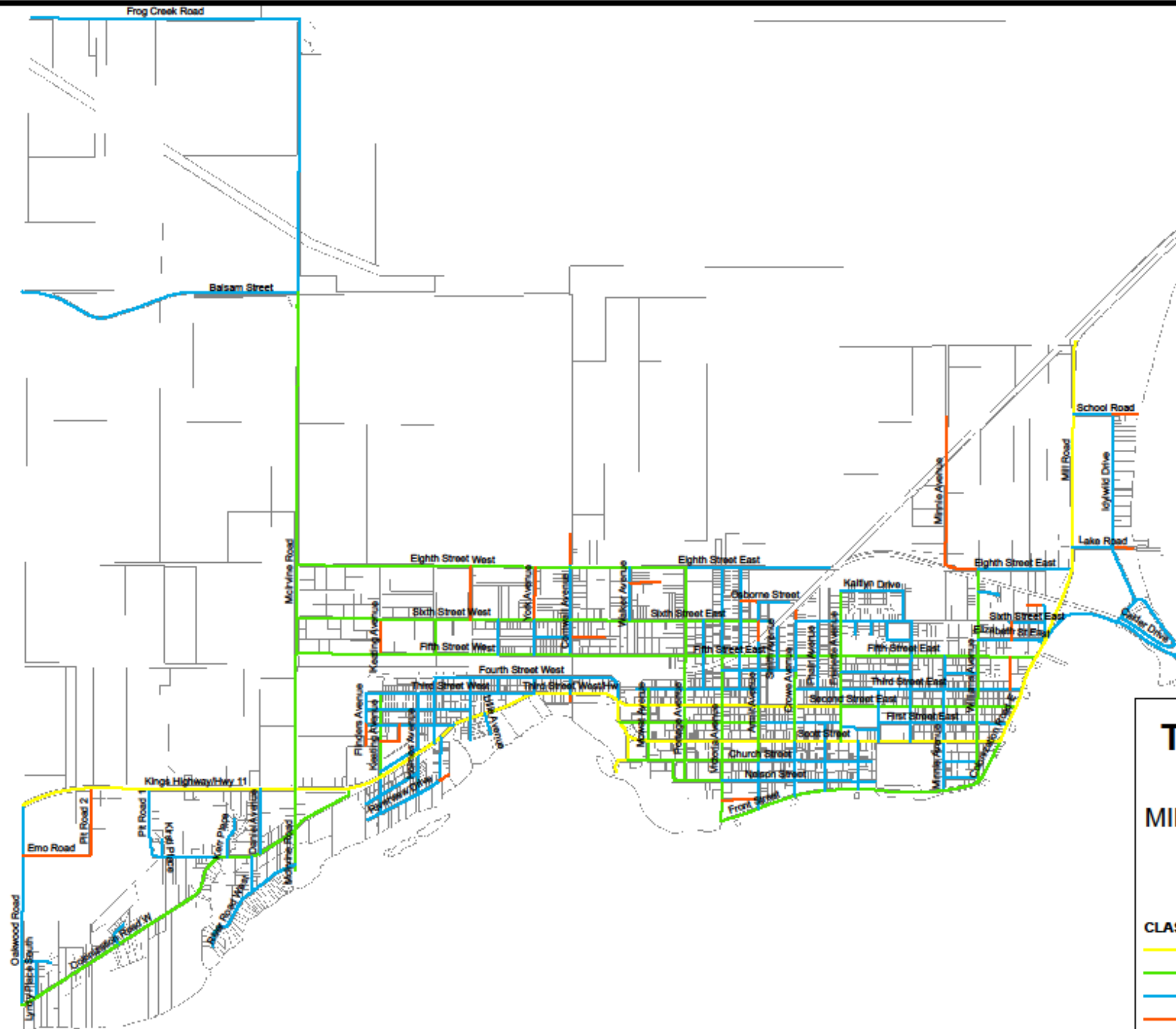
At __:__ on _____, ~~2012~~ The Town of Fort Frances declares the end of the Significant Weather Event.

We would like to thank the residents for working with the Operations and Facilities Division staff to ensure public safety while crews worked to clean up from this weather event.

This declaration is in accordance with Ontario Regulation 239/02 as amended.

-30-

Contact:
Travis Rob, Manager of Operations and Facilities
Town of Fort Frances.
(807) 274-9893
trob@fortfrances.ca



TOWN OF FORT FRANCES

ROAD CLASSIFICATION MINIMUM MAINTENANCE STANDARDS

APPENDIX 'M'

CLASSIFICATION

- CLASS 3 (10.42 km)
- CLASS 4 (26.87 km)
- CLASS 5 (38.73 km)
- CLASS 6 (4.96 km)

DATA COLLECTED:
MAY 8 TO MAY 27, 2008.

LAST UPDATED: OCTOBER 22, 2018.

October 20, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2021 Review of the Winter Control Parking Ban

In February of 2020 the Administration brought forward a report to implement an over night parking ban for the benefit of winter control operations when conditions merit the declaration of a significant weather event. Attached to this report is Administration's 2020 report for review. In September 2020 a revised winter control policy was brought forward addressing the parking ban and including wording relating to that ban. One of the recommendations coming out of that report was that the effectiveness of the parking ban be evaluated prior to the 2021 Winter Control Season.

Subsequent to the 2020 updates to the Winter Maintenance Policy, the 2020/21 winter season was very mild with few snow events, none of which sufficient enough to warrant the declaration of a significant weather event.

As such the effectiveness of the parking ban has not yet been tested. As such it is the recommendation of the Operations and Facilities Executive Committee that the review of the parking ban be delayed by a year and be revisited prior to the 2022/23 winter control season.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the review of the parking ban be delayed by a year and be revisited prior to the 2022/23 winter control season.

Manager of Operations and Facilities

2021Oct20 Review of winter parking ban.docx

February 19, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: On Street Parking Ban – Winter Weather Events

In May 2018 there were a number of changes to the Minimum Maintenance Standards brought forward aimed to improve the winter maintenance of roadways in Ontario. One of these changes was the ability for Municipalities to declare significant weather events when there were watches or warnings posted by Environment Canada. The idea with these declarations was to advise the traveling public that road and sidewalk conditions may not be safe for travel and to encourage people to stay off the roads and sidewalks if possible. In the fall of 2018, the Town updated their winter maintenance policy to reflect the changes to the Minimum Maintenance Standards and set out a protocol for handling winter weather events.

Since that time, we have declared 6 Significant weather events. In all cases we dispatched crews to clear roadways and sidewalks with the intent of meeting the requirements of the MMS regardless of the declaration or not. The great part of the declaration is that the timelines to have the roads cleared do not start until the event is declared complete. This allow some flexibility in the event we have a breakdown or low staffing situations which is typical around the holidays. On every event we are always very close to meeting the standard, but we err on the side of caution in an effort to improve public safety.

One issue that we have noted is that, particularly during significant events, cars parked on the roadway cause a great deal of impedance when our crews are out plowing and lengthen the time it takes us to plow the roads in Town. Many municipalities ban all on street parking during the winter months, typically through the nighttime hours, to assist in snow plowing and removal. The Town will close specific blocks of Town for specific nights to assist in snow removal operations as needed but a more regular ban would be instrumental in assisting in the snow clearing operations.

There are four real options when it comes to implementing a parking ban of this type, on street parking could be banned between the hours of 10:00pm and 6:00am, to coincide with our winter control night shift operations, through the winter months, alternatively, given that our night shift works Sunday night to Thursday Night, we could just implement a ban on those specific nights. The third option would be to impose a ban in concert with the declaration of a significant weather event per the Minimum Maintenance Standards. The fourth option would be to ban overnight parking on specific routes through town related to high priority plowing routes through the entire winter.

Some residents do not have off street parking available to be utilized in a preferable town wide nighttime parking ban for the winter months, further parking is not a real concern on the primary routes given that overnight parking is already banned in the Downtown core, compared to some secondary routes. Given this, it is suggested that the Town amend its traffic control By-Law to ban all on street parking during the declaration of a significant weather event per the Minimum Maintenance Standards between the hours of 7:30pm and 7:30am. This ban would be town wide with the exception of the downtown core where existing overnight bans are in place and some businesses are open later into the evening. Further the hours stipulated would allow us greater time to clear the roads given that we will typically run operations the full 24 hours of the day during these events to try to stay on top of snow removal.

A ban of this nature will allow crews to better and more quickly clear roadways, remove obstructions from the roadways, left by banks around cars, and reduce the frequency of interactions between parked vehicles and our large snow removal equipment which can lead to damages.

It is the recommendation of the Operations and Facilities Executive Committee that the Traffic Control By-law be amended to include a provision banning on street parking throughout the Town of Fort Frances, except for the downtown core, for the duration of a declared Significant Weather Event per the Minimum Maintenance Standards, O. Reg 239/02 between the hours of 7:30pm and 7:30am.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Travis Rob', with a stylized flourish at the end.

Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the Traffic Control By-law be amended to include a provision banning on street parking throughout the Town of Fort Frances, except for the downtown core, for the duration of a declared Significant Weather Event per the Minimum Maintenance Standards, O. Reg 239/02 between the hours of 7:30pm and 7:30am.

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS

June 2021

STAFFING

The following table is a breakdown of lost man shifts during the month:

	2020	2021
WSIB	22.00	0.00
WI/LTD	0.00	0.00
SICK DAYS	2.25	8.56
COMPASSIONATE LEAVE	0.00	0.00
FLOATERS	1.00	3.13
VACATION	18.63	23.50
BANKED TIME USED	2.63	10.88
OFF	0.00	2.06
STATUTORY HOLIDAYS	0.00	0.00
TOTAL	46.51	48.13

OVERTIME HOURS

Equivalent Straight Time Hours:

	2020	2021	2020	2021
	June	June	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	2.00	2.50	2.00
ENGINEERING	0.00	0.00	0.00	3.50
INTERDEPARTMENTAL	0.00	8.00	10.75	18.25
PRIVATE WORK	0.00	0.00	0.00	25.25
RECYCLE/GARBAGE	0.75	7.75	12.15	39.75
ROADS	18.25	27.25	322.25	182.00
SEWER COLLECTION	3.75	0.00	69.00	30.25
SIDEWALKS	0.00	0.00	57.00	8.25
STORES	0.00	0.00	38.50	37.00
VEHICLE & EQUIPMENT	0.00	0.00	33.00	0.00
WATER TREATMENT PLANT	48.00	52.00	131.75	148.50
WATER DISTRIBUTION	50.75	34.50	182.25	250.50
WATER TOWER	0.00	0.00	0.00	0.00
TOTAL	121.50	131.50	859.15	745.25

TRANSPORTATION REPORT

June 2021

ROADS:

Storm Water Management – Urban

- Replace storm sewer main on the 200 block of Mosher Avenue
- Replace storm sewer main on the 200 block of Crowe Avenue

Storm Water Management - Rural:

Brush cutting along ditches in the North End with the Trackless machine
Removed beaver dams as required.

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Street sweeping daily – - Downtown Area and Front Street done once weekly.
- Replaced curb and gutter from utility repairs done over the winter.
- Replaced curb and gutter in areas identified for repairs
- Added calcium to potholes to keep dust down

Loose Top Maintenance:

- Graded all loose top roads twice
- Continued grading lanes as required.
- Dust suppression was completed on all gravel roads on Jun 2 by Northwest Roads Management.

Roadside Maintenance:

- Cut grass at deadends and CN crossings
- Cleaned up tree that blew down in high winds at 1000 First Street East
- Brush cutting along town entrances with Trackless

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Cut grass at Public Works Building and all yards

Private Work:

- Installed an extension to an existing culvert and a new 30 foot culvert at Revco (950 Fifth Street East)
- Swept the main streets in Emo on June 16th.

Sidewalks – Winter:

Sidewalks – Summer:

- Swept sidewalks and bike path along waterfront once weekly.
- Replaced sidewalk in areas identified for repairs.

Vehicles and Equipment:

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required

Public Relations:

Sewer and Water:

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.

- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required

Sewer and Water (cont'd)

- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.

Interdepartmental:

- Cleaned up garbage/debris from 1103 Kings Highway at by-laws request on June 3
- Started up sprinkler system at Civic Centre on June 8th. Repaired some damaged sprinkler heads
- Provided backhoe and operator to dig for FFPC to install electric services at Erin Crescent
- Vacuum excavated for two pole installations for FFPC on June 24th
- Raked the beach at the Point Park and the Vajura baseball diamonds with the skid steer and landscaping attachment.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:

Health & Safety:

- Assigned a worker daily to clean all regularly touched surfaces in the shop area and the lunch room (Covid)

Milt Strachan,
Superintendent of Transportation

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS

July 2021

STAFFING

The following table is a breakdown of lost man shifts during the month:

	2020	2021
WSIB	13.00	0.00
WI/LTD	0.00	10.00
SICK DAYS	7.13	7.00
COMPASSIONATE LEAVE	5.00	0.00
FLOATERS	1.00	3.00
VACATION	62.25	83.56
BANKED TIME USED	8.38	10.16
OFF	0.00	5.75
STATUTORY HOLIDAYS	26.00	29.00
TOTAL	122.76	148.47

OVERTIME HOURS

Equivalent Straight Time Hours:

	2020	2021	2020	2021
	July	July	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	2.50	2.00
ENGINEERING	4.00	0.00	4.00	3.50
INTERDEPARTMENTAL	0.00	1.50	10.75	19.75
PRIVATE WORK	2.25	5.25	2.25	30.50
RECYCLE/GARBAGE	1.50	1.50	13.75	41.25
ROADS	40.00	0.00	362.25	182.00
SEWER COLLECTION	1.50	32.00	70.50	62.25
SIDEWALKS	0.00	15.00	57.00	23.25
STORES	0.00	0.00	38.50	37.00
VEHICLE & EQUIPMENT	0.00	0.00	33.00	0.00
WATER TREATMENT PLANT	30.00	63.25	161.75	211.75
WATER DISTRIBUTION	133.50	6.25	315.75	256.75
WATER TOWER	0.00	0.00	0.00	0.00
TOTAL	212.75	124.75	1072.00	870.00

TRANSPORTATION REPORT

July 2021

ROADS:

Storm Water Management – Urban

Storm Water Management - Rural:

Removed beaver dams as required
Cut grass/brush along ditches with Trackless
Repaired a storm sewer manhole on Wright Avenue North

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Replaced curb and gutter in areas identified for repairs
- Street sweeping daily – Downtown Area and Front Street done once weekly.
- Applied calcium to patches to keep dust down

Loose Top Maintenance:

- Graded all loose top roads twice
- Graded lanes as required.

Roadside Maintenance:

- Cut grass at deadends and CN crossings
- Removed old footings on the roadway on Lake Road beside Rendezvous
- Installed a new gate at the entrance to the snow dump
- Repaired a guard rail at Scott Street and Colonization Road East

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required
- Started painting crosswalks, stop bars, parking spaces and handicap parking areas
- Replaced some signs that failed reflectivity testing

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Cut grass at Public Works building and yards

Private Work:

- Installed curb and gutter, sidewalk and two private crossings at the new Ambulance garage at 737 Scott Street

Sidewalks – Winter:**Sidewalks – Summer:**

- Replaced sidewalks in areas identified for repairs
- Swept sidewalks and bike path along waterfront once weekly.

Vehicles and Equipment:

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required

Public Relations:

- Installed some tent pegs for the Bass Tournament on July 19th
- Delivered barricades and some picnic tables for Bass Tournament on July 19th

Sewer and Water:

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required

Sewer and Water (cont'd)

- Issued "Delinquent Account Notices" and turned off water for non-compliance as required.
- Supply backhoe and operator to terminate water service at North End Rink on July 27th

Interdepartmental:

- Vacuum excavated for a pole installation for FFPC on July 7th and one more on July 8th
- Supply backhoe and operator to dig and repair wiring for lights on the waterfront (FFPC), on July 13th
- Repaired bricks on ramp and steps along waterfront to eliminate tripping hazards
- Supply operator to dig for burial at Parks on July 29th
- Ken McCormick provided coverage for vacation at the Airport from July 5 to July 30th

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:

Health & Safety:

- Assigned a worker to clean all regularly touched surfaces in the shop area and lunch room daily (Covid)
- A workplace Health and Safety Inspection was done at the Public Works building on July 21st.

Milt Strachan,
Superintendent of Transportation

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS
August 2021

STAFFING

The following table is a breakdown of lost man shifts during the month:

	2020	2021
WSIB	0.00	0.00
WI/LTD	0.00	0.00
SICK DAYS	9.56	9.19
COMPASSIONATE LEAVE	5.00	1.00
FLOATERS	5.00	1.63
VACATION	86.38	57.25
BANKED TIME USED	13.63	7.25
OFF	0.00	3.38
STATUTORY HOLIDAYS	27.00	29.00
TOTAL	146.57	108.70

OVERTIME HOURS

Equivalent Straight Time Hours:

	2020	2021	2020	2021
	August	August	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	2.50	2.00
ENGINEERING	0.00	4.75	4.00	8.25
INTERDEPARTMENTAL	0.00	4.50	10.75	24.25
PRIVATE WORK	9.00	0.00	11.25	30.50
RECYCLE/GARBAGE	0.75	2.25	14.50	43.50
ROADS	22.00	12.00	384.25	194.00
SEWER COLLECTION	1.50	159.25	72.00	221.50
SIDEWALKS	6.00	12.00	63.00	35.25
STORES	12.00	0.00	50.50	37.00
VEHICLE & EQUIPMENT	0.00	0.00	33.00	0.00
WATER TREATMENT PLANT	43.00	32.00	204.75	243.75
WATER DISTRIBUTION	76.75	25.75	392.50	282.50
WATER TOWER	0.00	0.00	0.00	0.00
TOTAL	171.00	252.50	1243.00	1122.50

TRANSPORTATION REPORT

August 2021

ROADS:

Storm Water Management – Urban

Storm Water Management - Rural:

Removed beaver dams as required

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Street sweeping daily – Downtown Area and Front Street done once weekly.
- Continue curb and gutter replacement in areas identified for repairs.

Loose Top Maintenance:

- Graded all loose top roads twice
- Graded lanes as required.

Roadside Maintenance:

- Cut grass at deadends and CN crossings
- Removed several tree limbs encroaching Kings Highway

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required
- Continue painting crosswalks, stop bars, parking spaces, handicap parking areas and yellow No Parking Areas
- Continued replacing signs that failed reflectivity testing

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop

- Assisted Engineering with locates and CCTV inspections.

Regular Maintenance (cont'd)

- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Cut grass at Public Works building and yards.

Private Work:

- Installed private crossing at 718 Armit Avenue

Sidewalks – Winter:

Sidewalks – Summer:

- Swept sidewalks and bike path along waterfront once weekly.

Vehicles and Equipment:

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required

Public Relations:

Sewer and Water:

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.
- Replace private crossing and sidewalk from sewer service installation at the old A & W Building.

Interdepartmental:

- Moved several boxes for shredding at the Civic Centre on August 10th and 11th
- Did some brush cutting along the ditches at the Airport property
- Vacuum excavate for a pole installation for FFPC on August 25th.
- Ken McCormick provided coverage for vacation at the Airport from August 2nd to August 7th and again on August 21st and 22nd.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:**Health & Safety:**

- Assigned a worker to clean all frequently touched areas in the shop and lunch room daily (Covid)

Milt Strachan,
Superintendent of Transportation

October 18, 2021

Town of Fort Frances
320 Portage Avenue
Fort Frances Ontario
P9A 3M5

Attention: Mr. Craig Miller
Environmental Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility
September 2021 Monthly Report**

As per the operating agreement, the attached document is the September 2021 monthly report for the Fort Frances Wastewater Treatment Facility.

The report highlights the influent and effluent quality and the process parameters. Additionally, the routine operation and maintenance activities conducted by the operators are summarized.

If you have any questions regarding this report do not hesitate to contact Mr. Ty Maurice, Senior Operations Manager.

Yours truly,



Kelly Cunningham
Team Lead

For Ty Maurice
Senior Operations Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
September 2021 Monthly Operations Report**

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of September 2021; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

Capacity of Works	9000 m ³ /day (average flow)
Service Area	Town of Fort Frances and Couchiching Reserve
Service Population	9000
Effluent Receiver	Rainy River
Major Process	Secondary treatment facility complete with a phosphorus removal system; ultra violet disinfection; aerobic sludge stabilization and dewatering

The Fort Frances Sewage Treatment Plant operates under *Environmental Compliance Approval Number 6786-A44PWG*. The ECA outlines the terms and conditions, and the report captures these terms and conditions in the following sections.

LABORATORY

ALS Laboratory Group – Thunder Bay is contracted to conduct the required analytical tests of the influent (raw) and effluent samples; weekly requirement.

SEPTEMBER 2021 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD ₅	2.1 mg/L	25 mg/L	15 mg/L	14.5 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	2.6 mg/L	25 mg/L	15 mg/L	14.1 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.12 mg/L	1.0 mg/L	0.9 mg/L	0.66 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	8.52 mg/L 5.54 mg/L					
Total Cl ₂ Residual		<0.01 mg/L (when in use)				
E-Coli		129.1 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH			pH range 7.3 to 7.6; average pH was 7.4			
Temperature degrees C			Temperatures ranged from 17.0 to 18.0 C; average temperature of effluent was 17.4 C			

Compliance criteria are mandatory requirements of the ECA and performance objectives are a goal to be achieved using best reasonable efforts.

WASTEWATER LIQUID PROCESS

The average daily flow for September was 5434.6 m³/day. This represents 60% of the design average flow. Total treated flow for the month was 162428 m³. There was an additional 610 m³ during the scheduled power outage as a bypass event. The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objectives as outlined in the Environmental Compliance Approval.

MAINTENANCE

The operators performed the routine operations and maintenance at the treatment plant and pumping stations. The activities are highlighted as follows and a summary will be included:

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain. Hosed Snail
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Inspected teacup
- Headworks gas head calibrations were completed
- Replaced shear pin longitudinal collector 2
- Changed oil blowers 4 and 5
- Verifications of the bypass and outfall measuring devices and associated alarms were completed

Pump Stations:

- Ran gensets
- Changed seal water strainers
- Replaced genset batteries for Central Avenue lift station
- All gensets had oil changes and fuel filter replacements by Peterbilt
- Pulled and cleaned pumps 1 and 2 at Central Avenue lift station

PROCESS AND OPTIMIZATION ISSUES

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 130.4 m³ (13 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 16.7 % TS for the month but slump test results from the landfill site have not been provided.

The Fournier press ran for 126.0 hours in the past month.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

There was one bypass event in the reporting period which was during a scheduled power outage that lasted 3.6 hours and measured 610 m3. Wastewater flowed through the plant by gravity during the outage.

COMMENTS

Plant power consumption for the month was 452 (x 180 multiplier) kWh.

The Fournier press has been operated 1121.5 hours in 2021.

Dan Veneruzzo did polymer jar testing.

Headworks gas head calibrations were completed

Verifications of the bypass and outfall measuring devices and associated alarms were completed

Annual digested sludge samples were sent to the lab

REPORTS

ALS – Environmental Analytical Reports (on-file at plant)

Fort Frances WPCP Equipment Run Time Report (on-file at plant)

Bypass Report (on-file at plant as per occurrence)

Incident Report (on-file at plant as per occurrence)

2021 Fort Frances Wastewater

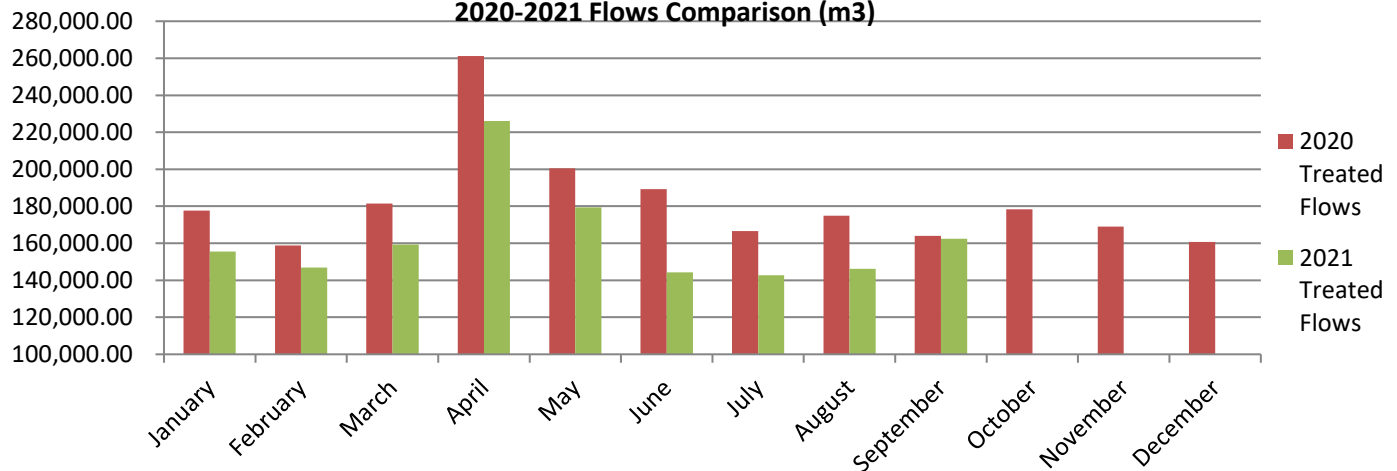
Month	Sewage Flows Year 2020					Usage	Calculated	Sludge	Removal Efficiency	
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	Bins	CBOD5 0.975735213	
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Hauled	Suspended Solids 0.982620396	
	m3	m3	Volume ML	Volume ML	ML		M3		Total Phosphorus 0.964828137	
January	5015.0	5375	155465		155465	56%	134.4	13		
February	5244.0	5551	146883		146883	58%	116.6	11		
March	5141.9	5653	159400		159400	57%	145.6	14		
April	7538.1	11729	226144		226144	84%	125.7	13		
May	5788.8	6607	179453		179453	64%	118.3	11		
June	4811.1	5142	144334		144334	53%	126.4	12		
July	4603.1	5235	142697		142697	51%	128.3	12		
August	4717.7	6678	146248		146248	52%	132.9	13		
September	5434.6	10804	162428	610	163038	60%	130.4	13		
October						0%				
November						0%				
December						0%				
Sum				610	1463662		1158.6	112		
Average	5366		162561		162629	53%	128.7	12.4		
Max		11729	226144		226144			14		
ECA	9000	18000								

Month	BOD5/CBOD5			Suspended Solids			Total Phosphorus			Nitrogen		E. Coli	pH	
	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Geo Mean	Monthly	Monthly
	BOD (mg/L)	CBOD (mg/L)	CBOD (kg/day)	S.S (mg/L)	S.S (mg/L)	S.S (kg/day)	T.P (mg/L)	T.P (mg/L)	T.P (kg/day)	TKN (mg/L)	Total N (mg/L)	Counts /100ml	Minimum	Maximum
January	123.8	2.2	11.1	196.5	2.5	12.7	2.99	0.07	0.33	26.2	11.8	10.0	6.6	7.0
February	91.0	2.7	14.3	185.9	3.0	15.9	2.79	0.08	0.41	22.7	15.1	10.0	6.6	7.1
March	104.4	3.4	17.6	179.1	3.6	18.5	2.34	0.08	0.40	18.6	15.0	12.5	7.0	7.4
April	91.8	2.5	20.0	160.7	5.0	40.5	2.23	0.08	0.63	15.8	12.6	17.8	7.1	7.5
May	87.6	2.3	13.3	166.1	4.0	23.5	2.34	0.11	0.61	18.0	13.9	22.2	7.2	7.4
June	97.8	2.3	10.7	208.8	4.3	20.8	3.18	0.12	0.57	18.6	14.7	55.7	7.2	7.4
July	86.0	2.0	9.3	211.8	2.5	11.5	2.88	0.06	0.27	19.5	12.0	18.1	7.1	7.5
August	117.2	2.5	11.7	210.6	3.5	16.7	3.08	0.16	0.78	28.1	8.3	17.2	7.0	7.4
September	108.3	2.1	14.5	264.2	2.6	14.1	3.19	0.12	0.66	20.3	8.5	129.1	7.3	7.6
October														
November														
December														
Average	100.9	2.4	13.6	198.2	3.4	19.4	2.78	0.10	0.52	20.9	12.4	32.5	7.0	7.4
Max	123.8	3.4	20.0	264.2	5	40.5	3.19	0.16	0.78	28.1	15.1	129.1	7.3	7.6
ECA		25	225		25	225		1.0	9.0			200	6.0	9.5

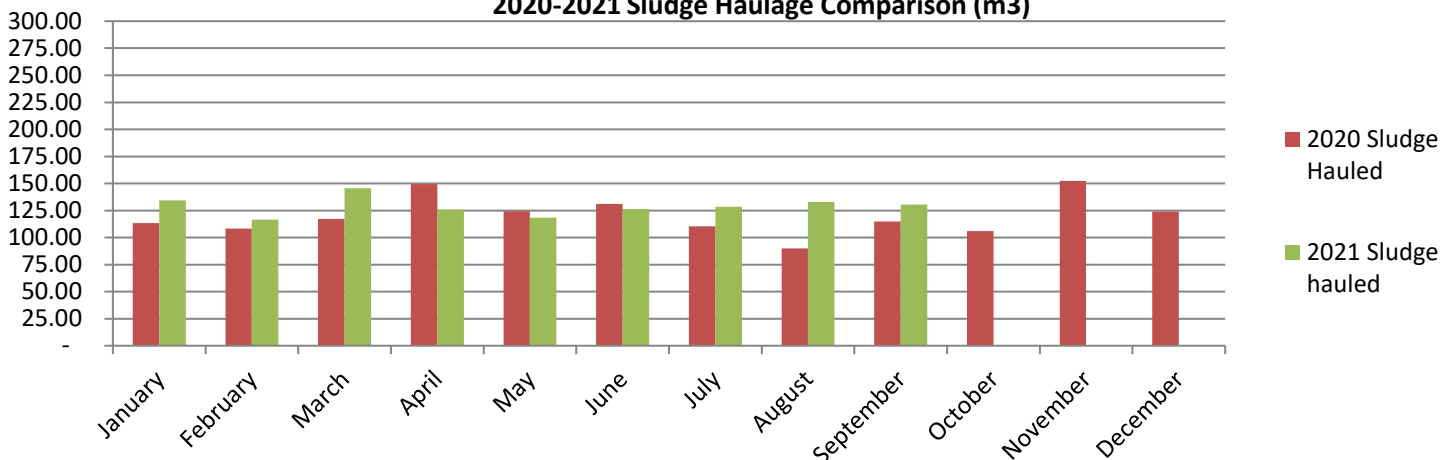
2020-2021 Comparison Chart

Month	2020 Treated Sewage	2021 Treated Sewage	% Variance 2020 to 2021	2020 Hauled Sludge	2021 Hauled Sludge	% Variance 2020 to 2021
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	177,747.00	155,465.00	-14%	113.20	134.40	19%
February	158,832.00	146,883.00	-8%	108.20	116.60	8%
March	181,415.00	159,400.00	-14%	117.10	145.60	24%
April	261,159.00	226,144.00	-15%	149.30	125.70	-16%
May	200,528.00	179,453.00	-12%	124.40	118.30	-5%
June	189,252.00	144,334.00	-31%	131.00	126.40	-4%
July	166,681.00	142,697.00	-17%	110.50	128.30	16%
August	174,870.00	146,248.00	-20%	89.90	132.90	48%
September	163,947.00	162,428.00	-1%	114.80	130.40	14%
October	178,352.00		#DIV/0!	105.80		-100%
November	169,049.00		#DIV/0!	152.50		-100%
December	160,702.00		#DIV/0!	123.90		-100%
Totals	2,182,534.00	1,463,052.00	-49%	1,440.60	1,158.60	-20%

2020-2021 Flows Comparison (m3)



2020-2021 Sludge Haulage Comparison (m3)



Workorder Summary Report

Report Start Date: Sep 1, 2021 12:00 AM
Report End Date: Sep 30, 2021 11:59 PM
Location: 1103*
Work Order Type: ADMIN, CALL, CAP, CORR, EMER, OPER, PM
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2433618			1103, Fort Frances WPCP	OPER	Inspection	1	MONTHS	Grass Cutting at Wastewater Treatment (1m) 1103	COMP	9/1/21 12:00 AM	10/3/21 12:04 PM	10/3/21 12:04 PM	
2445769	0000227376	PANEL ALARM/DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	9/1/21 12:00 AM	9/27/21 11:00 AM	9/27/21 12:00 PM	Dialer Test -We test daily.
2445773			1103, Fort Frances WPCP	PM	Refurbish/Replace/Repair	1	MONTHS	Diesel Gensets Inspection/Functional Tests (1m) 1103	COMP	9/1/21 12:00 AM	9/28/21 06:57 AM	9/28/21 06:57 AM	Monthly Gensets -Gensets ran for 4 hours during power outage.
2445799			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	9/1/21 12:00 AM	9/26/21 07:30 AM	9/26/21 08:30 AM	Monthly H&S -No issues.
2445810			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	9/1/21 12:00 AM	10/3/21 12:09 PM	10/3/21 12:09 PM	
2445815			1103, Fort Frances WPCP	OPER	Health and Safety	1	YEARS	WHMIS/MSDS/NSF Review And Update (1y) 1103	COMP	9/1/21 12:00 AM	10/8/21 06:51 AM	10/8/21 06:51 AM	
2446134			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	9/1/21 12:00 AM	9/30/21 07:00 AM	9/30/21 08:00 AM	Monthly Blower Maint. -I greased all blowers.
2446144	0000246402	CENTRIFUGE GS2-2-1 TEACUP/GRIT SNAIL	1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting	PM	Inspection	1	MONTHS	Teacup Centrifuge Inspection/Service (1m/3m/1y) 1103	COMP	9/1/21 12:00 AM	9/29/21 07:00 AM	9/29/21 08:00 AM	
2446602			1103, Fort Frances WPCP	PM	Refurbish/Replace/Repair	1	YEARS	Air Handling Units Inspection/Service (1y) 1103	COMP	9/1/21 12:00 AM	10/3/21 03:11 PM	10/3/21 03:11 PM	Air Handling Units Inspection/Service (1y) 1103 -Replaced all air filters, greased bearings and replaced belts. KC
2454273			Fort Frances Water Pollution Control Plant	CALL	Refurbish/Replace/Repair	0		Longitudinal collector number 2 failure call in	COMP		9/20/21 03:35 AM	9/20/21 05:30 AM	Longitudinal collector number 2 failure call in -I was called for a longitudinal collector number 2 failure at 0335 hours September 20, 2021. Once at the plant I acknowledged alarms on SCADA computer and then replaced a broken sheer pin. The clarifier drive started and ran fine. Closed working alone ticket after monitoring for a time.